

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

Petition No. 2518 of 2025.

In the Matter of:

Petition under Section under Section 86 (1) (f) of the Electricity Act, 2003 seeking quashing/setting aside the email dated 14.02.2025 and the letter dated 01.03.2025 issued by GETCO thereby illegally rejecting Stage - II connectivity application of the Petitioner qua the infrastructure being developed by it for evacuation of power from its 35 MW Wind Power Project to GETCO's 66 KV Nadadhri Sub-station for extraneous reasons untenable in the eyes of law.

Petitioner : Suzlon Energy Limited
'SUZLON', House 5, Shrimali Society
Near Shri Krishna Complex, Navrangpura
Ahmedabad - 380 009.

Represented By : Ld. Sr. Adv. Mr. Rashesh Sanjanwala with
Advocates Mr. Mridul Chakravarty and Mr.
Harshit Singh

V/s.

Respondent : Gujarat Energy Transmission Corp. Limited
Sardar Patel Vidyut Bhavan
Race Course Circle
Vadodara - 390007, Gujarat.

Represented by : Ld. Adv. Mr. Aneesh Bajaj along with Mr.
Shobhraj Jaiswal.

CORAM:

Mehul M. Gandhi, Member

S.R. Pandey, Member

Date: 30/09/2025.

ORDER

1. The present Petition has been filed by the Petitioner seeking the following reliefs:

- (a) Admit and allow the present petition.*
- (b) Quash/set-aside the impugned email dated 14.02.2025 issued by GETCO inter-alia imposing extraneous condition(s) upon the Petitioner qua Stage-II Connectivity Application of the Petitioner vis-à-vis the Connectivity Procedure 2023.*
- (c) Quash/set-aside the Impugned letter dated 01.03.2025 issued by GETCO inter-alia rejecting/ cancelling the Stage-II Connectivity Application of the Petitioner.*
- (d) Grant ex-parte ad-interim or ad-interim protection to the Petitioner from any coercive actions/steps by the Respondent/ GETCO, including but not limited to re-allocation/re-awarding the capacity of 35 MW (approved to the Petitioner vide Stage-I connectivity approval dated 05.08.2024) to a different RE Generator, till the disposal of the present Petition; and*

(e) *pass any other order as this Commission may deem fit in the facts and circumstances of the present case.*

2. The brief facts mentioned in the Petition are as under:

2.1. The present Petition is preferred in the most emergent of circumstances by the Petitioner viz., Suzlon Global Services Limited under Section 86(1)(f) of the Electricity Act, 2003 *inter-alia* seeking quashing/ setting aside of the email dated 14.02.2025 and the letter dated 01.03.2025 issued by the Respondent GETCO. The Respondent vide said letter has illegally and arbitrarily proceeded to cancel/ reject the Stage-II connectivity application of the Petitioner on the basis of extraneous reasons and approach which are alien to the Regulations and Rules of the Commission.

2.2. The Respondent GETCO in terms of the impugned letter issued therein breached the fundamentals of its statutory functions and duties, decimating the regulatory framework of the Electricity Act, 2003. Thereupon, the circumstances presented before the Commission establish a clear trend of abuse of dominant position and failure to discharge lawful duties in the capacity of State Transmission Utility (STU) as envisaged under the said Act. Essentially, the actions of GETCO fall shorn of the muster test proposed for discharge of public functions

and vitiates the virtue of fairness, impartiality, favouritism and non-discrimination.

2.3. It is submitted that the Petitioner has engaged in the business of development of Wind Power Projects/ Renewable Energy Projects within the territorial jurisdiction of the Commission in the State of Gujarat. The present case pertains to the process of setting up of infrastructure for evacuation of 35 MW power from its Wind Farm project to 66 kV Nadadhri sub-station of Respondent GETCO under captive use.

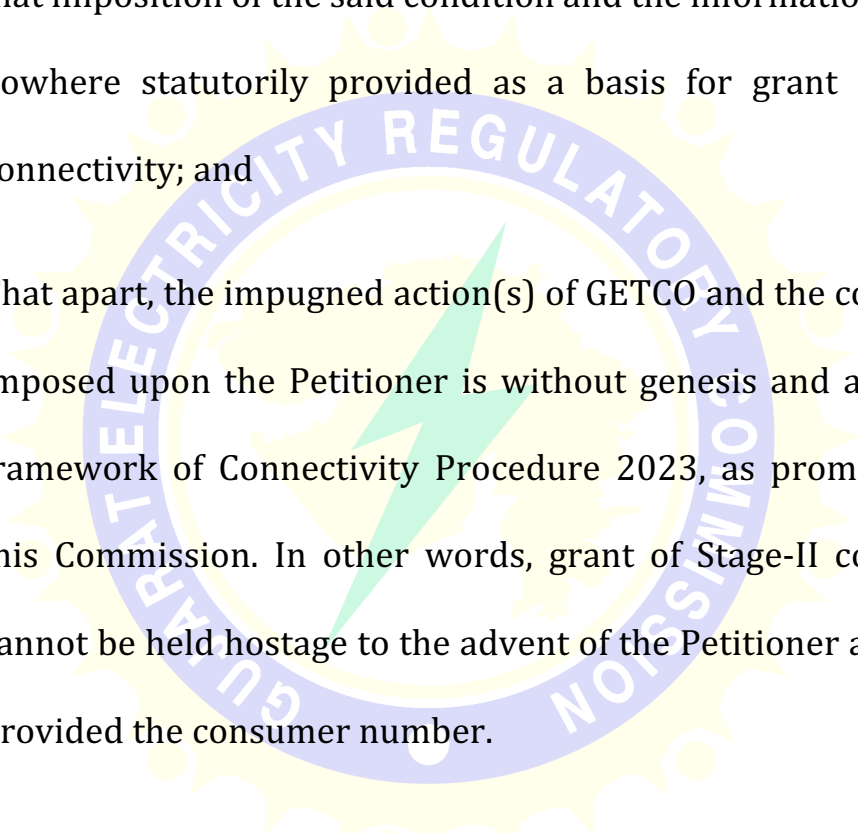
2.4. Accordingly, the Petitioner applied before the Respondent GETCO for grant of Stage-I Connectivity qua 50 MW under the provisions of 'Procedure for Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-State Transmission System' (Connectivity Procedure 2023) issued by the Commission on 07.01.2023.

2.5. However, due to the non-availability of 50 MW quantum in transmission corridor, as otherwise envisioned by the Petitioner's Project, GETCO on 05.08.2024 accorded the approval for Stage-I Connectivity qua evacuation of only 35 MW Wind Power (out of 50 MW) to 66 kV Nadadhri sub-station of GETCO under captive mode.

2.6. It is further submitted that upon grant of Stage-I Connectivity, the grantee is required to submit an application within a period of six months after the issuance of Stage-I connectivity by GETCO, for further grant of Stage-II Connectivity. This is an essential condition which if not complied results in revocation/ cancellation of Stage-I connectivity. This position is reflected in the statute book of the State of Gujarat in terms of the Connectivity Procedure 2023. Admittedly, the Petitioner on 29.01.2025 has applied for the Stage-II Connectivity (within the stipulated period of six months) alongwith all necessary and requisite documents.

2.7. Pursuant to the Stage-II Application above, GETCO on 14.02.2025 has issued the impugned email which laid down certain extraneous condition upon the Petitioner for consideration and grant of such connectivity. Fundamentally, this aspect acts as the fulcrum of the case presented before the Commission. In this regard, the following is material:

- a. GETCO vide the said email sought to impose an extraneous condition for considering grant of Stage-II connectivity to the Petitioner, post approval of Stage-I connectivity.

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- b. This email specifically directed the Petitioner to inform GETCO of the consumer number of the drawee user(s). Further, the Petitioner was also threatened with cancellation/ revocation of its connectivity in case the said information was not provided.
 - c. The legal anguish and grievance which follows from this is the fact that imposition of the said condition and the information sought is nowhere statutorily provided as a basis for grant of Stage-II connectivity; and
 - d. That apart, the impugned action(s) of GETCO and the condition so imposed upon the Petitioner is without genesis and alien to the framework of Connectivity Procedure 2023, as promulgated by this Commission. In other words, grant of Stage-II connectivity cannot be held hostage to the advent of the Petitioner asked to be provided the consumer number.

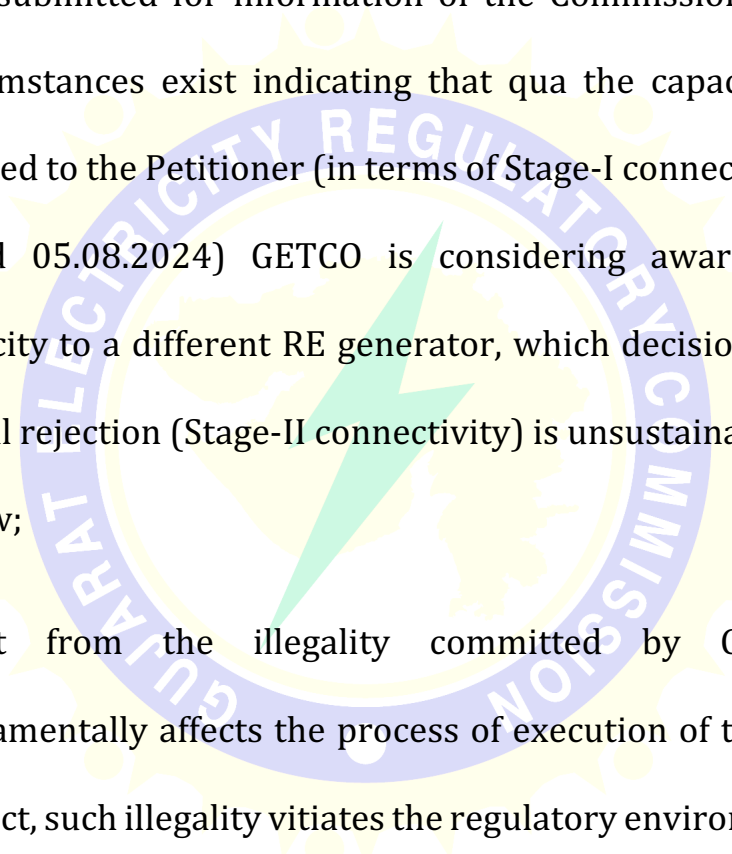
2.8. It is submitted that post the issuance of the aforesaid impugned email, the following transpired:

- a. That GETCO on 01.03.2025 further issued a letter to the Petitioner.
- b. GETCO vide the aforesaid letter has rejected the Petitioner's application for Stage-II Connectivity approval.

- c. The material aspect which befalls consideration of the Commission is the supposed basis provided by GETCO for such cancellation.
- d. It was informed that cancellation of application occurred due to non-furnishing of documents as per Clauses 4.5 and 8.2.2 of the Connectivity Procedure 2023.
- e. The Petitioner while applying for Stage-II connectivity approval specifically complied with the requirements under the Connectivity Procedure 2023 approved by the Commission. Further, all relevant information as per Clauses 4.5 and 8.2.2 were furnished to GETCO for the needful purpose; and
- f. Therefore, it could not have been the case at all for GETCO to reject Stage-II connectivity application of the Petitioner under the guise of non-furnishing of documents.

Adding to the above, GETCO's earlier conduct of imposing extraneous condition upon the Petitioner for considering grant of Stage-II connectivity approval establishes the advent of illegality in the present case.

2.9. Therefore, it is the submission of the Petitioner that the premise of the present case warrants indulgence of the Commission immediately because of the following:

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- a. The purported reason of GETCO for rejecting the Petitioner's Application for Stage-II Connectivity is solely on account of the falsity and mis-construed application of conditions framed under the extant Connectivity Procedure 2023 and the order issued by the Commission on September 21, 2024.
- b. It is submitted for information of the Commission that credible circumstances exist indicating that qua the capacity of 35 MW allotted to the Petitioner (in terms of Stage-I connectivity approval dated 05.08.2024) GETCO is considering awarding the said capacity to a different RE generator, which decision, based on an illegal rejection (Stage-II connectivity) is unsustainable in the eyes of law;
- c. Apart from the illegality committed by GETCO which fundamentally affects the process of execution of the Petitioner's Project, such illegality vitiates the regulatory environment and also presents a case of clear abuse of authority, transparency, fairness and natural justice. It also jeopardizes the tenets of regulatory certainty in the sector which is imperative for growth and sustenance; and

d. Another aspect worthy of consideration is the fact that if the mandated capacity (35 MW) is taken away and re-awarded to some other entity with such impunity and illegality, then the Commission ought to appreciate the fact that there is a dearth of capacity corridor in the Intra-State Transmission System in the State of Gujarat. This would fundamentally jeopardize the Petitioner without any legal basis or reason.

2.10. It is imperative for a statutory entity such as GETCO to function strictly within the four corners of the law, particularly in adherence to the provisions of the approved Connectivity Procedure 2023, as well as the directions issued by the Commission vide Order dated 21.09.2024 passed in Petition No. 2377 of 2024. In the present case, the actions of GETCO must be guided by the said regulatory framework, and any deviation therefrom would amount to a breach of its statutory obligations and the principles of regulatory compliance.

2.11. The Petitioner has made significant contributions to the enhancement of the green energy portfolio of the State, by consistently participating in and developing other renewable energy projects aimed at promoting sustainable and non-conventional sources of power. Pertinently, in the earlier projects, the Petitioner was not fathomed with such extraneous conditions, as has been done by GETCO in the present case.

2.12. Therefore, in terms of the aforesaid illegal and arbitrary rejection/cancellation of the Stage-II Connectivity Application by GETCO, the Petitioner is constrained to approach the Commission by filing the present Petition under the relevant provisions of the Electricity Act, 2003 inter-alia seeking quashing/ setting aside of the impugned email dated 14.02.2025 and the impugned letter dated 01.03.2025, amongst other material reliefs.

2.13. The Commission has the jurisdiction under Section 86 of Electricity Act, 2003 to adjudicate upon the present dispute. The Section vests the Commission with the jurisdiction to adjudicate upon the issue pertaining to intra-state transmission of electricity as raised in the present petition.

2.14. On 07.01.2023, the Commission has approved the Procedure for “Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System. That, it is under the said Procedure that the Petitioner applied for the various connectivity approvals. The relevant portion of the said Procedure which is necessary for the adjudication of the present Petition is set-out hereinbelow:

“4.5 Further, connectivity once granted, shall not be transferrable to other entity. Also, purpose of connectivity once granted cannot be changed or modified.

.....

8.2.2 An entity who has already applied for Stage- I connectivity or is a grantee of Stage-I connectivity or is applying for Stage-I connectivity and Stage-II connectivity simultaneously and is not covered under Para 8.2.1 which has achieved the following milestones:

(i) Ownership or registered lease agreement or registered land sale agreement for at least 50% of the land area required for the capacity for which Stage-II Connectivity is applied for along with a notarized undertaking as per Format -7 attached with this procedure.

(ii) Bank Guarantee (BG) that the grantee has to provide as per prevailing Regulations or as specified by the State Commission in relevant orders, as applicable time to time. In case of non-feasibility of substation for granting Stage-II connectivity, STU shall return submitted BG to person/applicant along with rejection letter.

(iii) Financial comfort letter/ financial closure issued by Financial Institution with supporting document, duly supported by Auditor's certificate along with a notarized undertaking as per Format -7 attached with this procedure and.

(iv) In case of third-party sale, agreement/ Contract specifying firm sale/ purchase of energy of 75% of connectivity applied by person/ applicant.”

2.15. It is submitted that the Petitioner submitted its Stage I Connectivity Application qua evacuation of 50 MW Wind Power to 66 kV Nadadhri

sub-station of GETCO under captive mode on 20.06.2024, duly accompanied by all requisite and supporting documents.

2.16. The details of Stage-I Connectivity granted to the Petitioner may be summarized as following:

Name of Company/Applicant	Suzlon Global Services Limited
Name GETCO Sub station	66KV Nadadhri
Applied MW of Stage - I	50.00 MW
Voltage Class on which connectivity sought	66 KV
Type of Project	Wind
Purpose	Captive

2.17. The said application was intended to initiate the process for securing connectivity for its proposed project within the state of Gujarat.

2.18. In the interregnum, the Commission on 21.09.2024 passed an order in Petition No. 2377 of 2024, wherein it clarified the position of RE Park Developer and further amended Clause 4.5 of the Connectivity Procedure 2023. The relevant portion of the said Order is set-out as below:

“11.3 We also decide and allow to add following provisos under clause 4.5 of “grant of connectivity to projects based on RE sources to intra-state transmission system” dated 7.01.2023:

“Provided that where RE Park Developer (as declared in the application for connectivity) developing the infrastructure facilities for the RE Projects to be established in the RE Park obtains connectivity for evacuation of power from RE projects located in the

RE Park, such arrangement between the RE Park Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Park Developer shall be deemed to be on behalf of the RE Projects also for all intents and purposes. The RE Park Developer shall be required to declare the intent at the time of filing of the application for Connectivity.

Provided further that where under any scheme duly declared in the application for connectivity, the RE Developer develops the RE Projects in aggregate, with Connectivity to the Grid taken by the RE Developer with intent to allocate, transfer and assign individual RE Projects to identified entities, such arrangement between the RE Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Developer shall also be deemed to be on behalf of the RE Projects also”

11.4 We note the submission of the Petitioner and clarify that the requirement of declaration of RE project developer and RE park developer at the time of connectivity application as referred to above amendment shall only apply to entities who apply in future since the entities who had already applied and granted connectivity, there was no provision for such declaration at the time of connectivity application made by them.”

2.19. That, pursuant to the submissions of the Stage-I Connectivity application by the Petitioner, GETCO on 05.08.2024 granted approval for Stage-I application qua evacuation of 35 MW Wind Power to 66 kV Nadadhri sub-station of GETCO under captive mode. The details of

Stage-I Connectivity granted to the Petitioner may be summarized as following:

Name of Company/Applicant	Suzlon Global Services Limited
Name GETCO Sub station	66KV Nadadhri
Approved MW of Stage - I	35.00 MW
Voltage Class on which connectivity sought	66 KV
Type of Project	Wind
Purpose	Captive

2.20. Subsequent to the above, the Petitioner submitted its Stage II Connectivity Application qua evacuation of 35 MW Wind Power to the 66 kV Nadadhri sub-station of GETCO under captive mode on 29.01.2025 along with all the requisite documents.

2.21. Thereafter, on 14.02.2025, GETCO issued a mail qua queries in Stage II Connectivity and compliance of online application for Stage II Connectivity for evacuation of 35 MW Wind Power to 66 kV Nadadhri sub-station of GETCO under captive mode submitted on PUSHUP Portal.

2.22. That, in terms of the above, the Petitioner vide its letter dated 21.02.2025 addressed all the abovementioned queries of GETCO and provided with all the supporting and necessary documents establishing its bonafide intention in order to acquire the Stage II Connectivity.

2.23. That, even after fulfilling all the requirements qua the queries raised by GETCO, GETCO vide its letter dated 01.03.2025 rejected the Stage II

Connectivity Application of the Petitioner on the ground that the Petitioner did not submit the required documents as per Clauses 4.5 and 8.2.2 of the Connectivity Procedure 2023.

2.24. In response to the same, the Petitioner issued a letter dated 04.03.2025 to GETCO thereby stating in detail that it already submitted the concerned and relevant documents as stated in Clause 8.2.2 of the Connectivity Procedure 2023.

2.25. Moreover, with respect to Clause 4.5 of the Connectivity Procedure, 2023, the Petitioner submitted that it had applied for RE Connectivity as a RE Park Developer and will allocate the capacity to all the upcoming consumers going to connect at the said Pooling Sub-station (PSS). In fact, the same was also clarified in the aforesaid order dated 21.09.2024 passed by this Commission.

2.26. In furtherance thereof, the Petitioner on 13.03.2025 also submitted a letter to the Energy and Petrochemical Department, Government of Gujarat, requesting for its intervention in order to interpret Clause 4.5 of the Connectivity Procedure 2023 vis-à-vis the Commission's Order dated 21.09.2024 passed in Petition No. 2377 of 2024.

2.27. Thereafter, the Petitioner on 12.06.2025 also filed a letter to the Commission highlighting the forceful implementation of unjustifiable

conditions in issuing RE Connectivity approval and the consequent rejection of Stage-II approval applications for connectivity at different GETCO substations and also requesting the timely intervention of the Commission as the same is a serious ramifications affecting the renewable energy sector.

2.28. That, the Petitioner on 10.07.2025 also addressed a letter to GETCO further reiterating the fact that the said Petitioner submitted all the necessary documents as per Clause 4.5 and 8.2.2 of the Connectivity Procedure and that the reason portrayed by GETCO in rejecting/cancelling the Stage-II connectivity application of the Petitioner is completely untenable. Moreover, it was also submitted by the Petitioner that nowhere under the Connectivity Procedure does it require for providing the number of consumers.

2.29. In terms thereof, the Petitioner vide the present petition invoked the jurisdiction of the Commission seeking quashing/setting aside of the impugned letter dated 01.03.2025 issued by GETCO, *inter-alia* cancelling/rejecting the Stage-II connectivity application of the Petitioner.

2.30. That, in view of the foregoing contentions/submissions of the Petitioner raised in the present petition, the following grounds are presented for

the consideration of the Commission, amongst others and it craves leave and reserves its right to raise further grounds, if required, with the permission of the Commission.

A. For that, GETCO, by way of the impugned communication, has acted in breach of the core principles underlying its statutory obligations and responsibilities, thereby undermining the regulatory framework established under EA 2003. The facts and circumstances brought on record before this Commission clearly reflect a pattern indicative of abuse of dominant position and a failure to perform the lawful functions entrusted upon it in its capacity as the State Transmission Utility. The conduct of GETCO falls short of the standards expected in the exercise of public functions and is tainted by arbitrariness, lack of transparency, and a departure from the statutory principles of fairness, non-discrimination, and impartiality.

B. For that, pursuant to the Stage-II Connectivity Application submitted by the Petitioner, GETCO, vide its impugned email dated 14.02.2025, imposed certain extraneous and unwarranted conditions upon the Petitioner as a pre-requisite for the consideration and grant of such connectivity. This action strikes at the root of the present dispute and constitutes the central issue for

adjudication before the Commission. In this context, the following submissions are of material relevance:

- i. GETCO vide the impugned email sought to impose an extraneous and unwarranted condition upon the Petitioner for the consideration and grant of Stage-II connectivity, despite the prior grant of Stage-I connectivity.
- ii. In particular, the said communication directed the Petitioner to share the connection number in relation to the proposed drawee user(s), coupled with an express threat of cancellation or revocation of the connectivity in the event of non-submission of the said information.
- iii. That the condition imposed by GETCO, and the nature of information sought, finds no statutory basis or support under any applicable regulation or notification governing the grant of Stage-II connectivity; and
- iv. As such, the impugned action of GETCO and the condition so stipulated are wholly without legal foundation and are extraneous to the Connectivity Procedure 2023, as notified by the Commission.

- C. For that, GETCO in the impugned email dated 14.02.2025 issued to the Petitioner raised a query vis-à-vis providing the number of captive consumers. However, it is the stand of the Petitioner that as per the Order dated 21.09.2024 passed by the Commission, a RE Project Developer is defined as an entity that undertakes investment for setting up RE projects along with requisite infrastructure, including but not limited to land, pooling substation, and development permissions. Upon completion of such infrastructure, the project may thereafter be transferred to other entities or to drawee users in the case of captive use or under third party transactions.
- D. In the present case, at the preliminary stage of site development for captive consumption, and in the absence of Stage-II Connectivity, requisite infrastructure, and necessary development permissions, the Petitioner is not in a position to furnish the consumer numbers of all proposed drawee users. In fact, such a requirement was not only alien to the Connectivity Procedure 2023 but also does not find its place in the connectivity approvals granted by GETCO.
- E. The arbitrary actions/ demands made by GETCO vide the impugned email dated 14.02.2025, requiring the Petitioner to

disclose the number of captive users or consumers associated with the Project, is wholly without basis in law. Such a requirement finds no mention in the Connectivity Procedure 2023, and represents an extraneous condition invented by GETCO to unjustly obstruct the Petitioner's application. The regulatory procedure only requires the demonstration of captive intent and ownership compliance at the relevant stage but does not envisage submission of detailed end-user consumer lists along with their consumer numbers at the time of filling the application for Stage-II connectivity.

- F. This action by GETCO amounts to regulatory overreach and procedural innovation without any statutory backing. The imposition of this additional and arbitrary burden, mid-way through the application process, serves no legitimate purpose and has directly resulted in the rejection of a valid application.
- G. For that, the requirement to disclose the number of captive consumers along with their consumer number is premature and falls outside the scope of the connectivity approval stage. The compliance with captive status and end-use consumption is governed by the Electricity Rules 2005 and is typically verified at

the stage of synchronization or issuance of the final open access permission, not at the connectivity stage.

H. Such premature demands impose unnecessary burdens on project developers, delaying implementation and increasing transaction costs, which also violates the Regulatory intent of the Commission, which seeks to streamline connectivity approvals to promote renewable energy deployment without procedural impediments.

I. For that, the Petitioner at all times submitted the requisite documents and the responses to the various queries raised by GETCO. That, GETCO while issuing the impugned letter stated that the Petitioner did not comply with Clauses 4.5 and 8.2.2. of the Connectivity Procedure 2023. The relevant said Clauses are reproduced as below:

“4.5 Further, connectivity once granted, shall not be transferrable to other entity. Also, purpose of connectivity once granted cannot be changed or modified.

... ..

8.2.2 An entity who has already applied for Stage- I connectivity or is a grantee of Stage-I connectivity or is applying for Stage-I connectivity and Stage-II connectivity simultaneously and is not covered under Para 8.2.1 which has achieved the following milestones:

(i) Ownership or registered lease agreement or registered land sale agreement for at least 50% of the land area required for the capacity for which Stage-II Connectivity is applied for along with a notarized undertaking as per Format -7 attached with this procedure.

(ii) Bank Guarantee (BG) that the grantee has to provide as per prevailing Regulations or as specified by the State Commission in relevant orders, as applicable time to time. In case of non-feasibility of substation for granting Stage-II connectivity, STU shall return submitted BG to person/ applicant along with rejection letter.

(iii) Financial comfort letter/ financial closure issued by Financial Institution with supporting document, duly supported by Auditor's certificate along with a notarized undertaking as per Format -7 attached with this procedure and;

(iv) In case of third-party sale, agreement/Contract specifying firm sale/ purchase of energy of 75% of connectivity applied by person/ applicant.”

That, in terms of the aforesaid provisions, the Petitioner duly complied with the said conditions which is also evident from the following:

- i. That, with respect to Clause 4.5, it is stated that the Petitioner is a RE Park Developer and that it is nowhere seeking to transfer its connectivity. Additionally, the Commission vide its

Order dated 21.09.2024 passed in Petition No. 2377 of 2024 resolved the issue of connectivity being granted to RE park developers and that arrangement between the RE Park Developer and the RE Projects shall not be in breach of any of the provision of Clause 4.5; and

- ii. Further, with respect to Clause 8.2.2 of the said Procedure, the Petitioner already submitted all the documents vis-à-vis Bank Guarantees, Lease Agreements, Title Reports, Ownership Structure, etc., and the same is also evidenced from the letter dated 21.02.2025 and 04.03.2025. However, GETCO despite being in knowledge of the said documents proceeded to arbitrarily reject/cancel the connectivity of the Petitioner.
- J. For that, GETCO, as a statutory authority and State Transmission Utility, is under a legal duty to act fairly, impartially, and in accordance with the regulatory framework laid down by the Commission. However, the issuance of the impugned letter is not only a colorable exercise of power but also reflects complete non-application of mind and arbitrariness. The rejection is nothing but an afterthought to deprive the Petitioner of its legitimate rights over the 35 MW connectivity already allotted and undermines the

sanctity of the approval process under a well-established regulatory regime.

K. For that, in the above context, the Petitioner places reliance upon the well settled legal principle that the words of the statute must be understood in their natural and ordinary manner and no party shall be permitted to read words into a statute. In this regard, reliance is placed upon the following citations:

- i. Gurudevdatla VKSSS Maryadit v. State of Maharashtra, reported in (2001) 4 SCC 534:
- ii. Premanand v. Mohan Koikal, (2011) 4 SCC 266:

L. GETCO, is an Instrumentality/ arm of the State Government and State are responsible upholders of rights, governed by principles of constitutional morality. They are mandated to act transparently, fairly, justly and reasonably, at all times, in their functioning. Therefore, GETCO being such an instrumentality/ agency of the State, cannot be permitted to deviate and function as per its whims and caprice to the detriment of the Petitioner. The Petitioner relied upon the following judgements:

- (i) ABL International Ltd. v. Export Credit Guarantee Corporation of India, reported in (2004) 3 SCC 55.

(ii) Punjab State Electricity Board Ltd. v. Zora Singh and others, reported in (2005) 6 SCC 776:

(iii) Bharat Petroleum Corporation Limited v. Maddula Ratnavalli, reported in (2007) 6 SCC 81:

(iv) Manjushree Pathak v. Assam Industrial Development Corporation Limited and others, reported in (2000) 7 SCC 390:

M. For that, applying the above settled judicial principles, it is of utmost importance to note that the principles of transparency, fairness, just and reasonableness are the basic ethos of the functioning of an agency like GETCO. Under no circumstances, can it willfully abuse its dominant position, in order to stifle the Petitioner and garner unfair advantage from it.

N. For that, GETCO vide the impugned letter has proceeded to traverse beyond the Connectivity Procedure 2023 by imposing such extraneous conditions. Such conduct clearly violates the settled principle of law that every statutory authority has to act within the four corners of the enactment. In this context, reliance is placed upon the decision dated 13.12.2006 passed by the Hon'ble APTEL in Appeal No. 75 of 2005 in the case of Reliance Energy Limited v. Grid Corporation of Orissa Ltd. & Ors.

- O. For that, the Petitioner also places reliance upon the settled position of law that when a statute provides a particular thing to be done in that manner, then the same needs to be done in that manner only. In this regard, reliance is placed upon the following:
- i. Babu Verghese v. Bar Council of Kerala, reported in (1999) 3 SCC 422:
 - ii. State of U.P. v. Singhara Singh, reported in 1963 SCC Online SC 23:
- P. For that, applying the aforesaid judicial principles to the facts and circumstances of the present case, it can be very well seen that GETCO acted beyond its powers vested under the Connectivity Procedure and started imposing conditions which are nowhere stipulated under the said Procedure vis-à-vis number of captive consumers.
- Q. The arbitrary actions of GETCO further enlarges as it has come to the knowledge of the Petitioner that 35 MW capacity originally allotted to the Petitioner under the Stage-I approval will be now diverted and re-allocated to another Renewable Energy (RE) Generator. Such diversion is indicative of mala fide intention and a complete abuse of discretionary powers by GETCO. The said

reallocation has been carried out surreptitiously, behind the back of the Petitioner, in violation of the principle of regulatory transparency and fairness on the part of the Agency of the State.

- R. For that, the aforesaid act not only deprives the Petitioner of a legitimate and already-allocated transmission corridor but also reflects discriminatory treatment that is against the principles of open access and non-discriminatory transmission access enshrined under Section 40 of Electricity Act, 2003. Such conduct amounts a serious breach of public trust, regulatory integrity, and statutory mandate.
- S. For that, the Petitioner, acting in good faith and with reliance on the Stage-I approval granted by GETCO, had undertaken significant steps towards the implementation of its wind power project, including planning for evacuation infrastructure and regulatory compliances. The arbitrary cancellation of connectivity at such an advanced stage undermines the Petitioner's legitimate expectation that its application would be considered objectively and, in a manner, consistent with the established procedure.
- T. For that, the sudden rejection disrupted the Petitioner's financial planning, investor commitments, and implementation timelines,

all of which were premised on the availability of connectivity for 35 MW. It is submitted that regulatory frameworks such as the Connectivity Procedure 2023, are intended to provide certainty and predictability for developers. Any whimsical or non-transparent conduct by the STU erodes the sanctity of such frameworks and sends a detrimental signal to the renewable energy sector at large. Hence, the impugned action on the part of GETCO also warrants interference on this ground.

- U. For that, GETCO, as a statutory entity designated as the State Transmission Utility under the Electricity Act, 2003, is required to discharge its functions in strict compliance with law and the regulatory mandates of the Commission. In particular, GETCO is bound to act in accordance with the Connectivity Procedure 2023, and the directions of the Commission, including the Order dated 21.09.2024 passed in Petition No. 2377 of 2024. Any deviation therefrom without proper justification constitutes a breach of statutory obligation and regulatory non-compliance.
- V. For that, by rejecting the Petitioner's application without due process, and considering the application to reallocate the said capacity without transparency, GETCO failed in its obligation to ensure fair and non-discriminatory access to the transmission

network. Such conduct is not only contrary to the scheme of Electricity Act 2003 but also undermines the spirit of renewable energy promotion envisaged under Section 86(1)(e) of the Electricity Act. The actions of GETCO, being in clear contravention of statutory duties, warrant strict judicial scrutiny and appropriate remedial intervention.

- W. For that, it is also important to point out herein that the Government of Gujarat, through G.R. No. REN/e-file/20/2023/0476/B1 dated 04.10.2023, notified the Gujarat Renewable Energy Policy 2023. This Policy is aimed at maximizing the utilization of the State's renewable energy potential. It seeks to:
- a. Encourage the participation of industries, MSMEs, organizations, consumers, and others in expanding clean energy sources within the State.
 - b. Facilitate the State's progress towards achieving its Sustainable Development Goals by accelerating the transition to clean energy.
 - c. Ensure the availability of high-quality, reliable, and cost-effective renewable power to consumers through a supportive policy framework; and

- d. Achieve the target of 50% of the State's cumulative installed electric power capacity coming from non-fossil fuel-based energy sources by 2030.
- X. For that, it can never be the case that the State and its Instrumentality or Agency can draw/ infer contradictory stands before a Court of law on issues which are intricate to the environment and other benign aspects. In other words, the Petitioner here draws an analogy between the benevolent vision of the State and the impetus on promotion of renewable energy.
- Y. For that, apart from the aforesaid, Electricity Act 2003, National Electricity Policy, 2005 and the National Tariff Policy, 2016 cast statutory obligations upon the State Commission to facilitate the renewable power generation in terms of the following. In fact, the said statutory framework requires State Commissions to promote cogeneration and renewable energy by ensuring grid connectivity, enabling sale of such electricity, and mandating a minimum percentage of power consumption to come from renewable sources within a distribution licensee's area.
- Z. For that, the impugned action of GETCO in arbitrarily rejecting the Petitioner's Stage-II connectivity application and in reallocating

the approved transmission capacity to another entity directly undermines the statutory mandate for promotion of renewable energy projects enshrined under Section 86(1)(e) of Electricity Act 2003. As per the said provision, it is the obligation of the State Electricity Regulatory commission, and by necessary implication, its instrumentalities such as the STU, to promote the generation of electricity from renewable sources and facilitate their connectivity to the grid. GETCO, in its capacity as the State Transmission Utility, is expected to act as an enabler and facilitator of renewable integration, however, by way of the impugned actions, it has failed to do so.

- AA. For that, the impugned action of GETCO in arbitrarily rejecting the Petitioner's Stage-II Connectivity Application without any lawful basis and by imposing conditions that are alien to the Connectivity Procedure 2023 has resulted in grave commercial injustice to the Petitioner. The Petitioner has undertaken significant capital expenditure and financial commitments in furtherance of the approved 35 MW renewable project, including but not limited to acquisition of land, procurement of equipment, and execution of contractual arrangements with vendors and service providers.

BB. For that, the wrongful denial of Stage-II connectivity by GETCO has far-reaching commercial implications that threaten the overall viability and continuity of the Petitioner's Project. The Project, being grid-dependent, cannot be commissioned or made operational without the requisite transmission connectivity, which is a critical infrastructural input. Any delay or denial of such connectivity not only causes cost overruns and financial losses but also exposes the Petitioner to claims, penalties, and termination risks under its contractual and regulatory commitments.

Additionally, considering the saturation of available transmission corridor capacity in the InSTS of Gujarat, re-allocation of the Petitioner's granted 35 MW capacity to another generator would make it practically impossible for the Petitioner to obtain alternative connectivity, thus rendering the entire Project commercially unviable.

2.31. In view of the above, it can be seen that the impugned action of GETCO in arbitrarily and illegally rejecting the Petitioner's Stage-II connectivity application, despite full procedural compliance, constitutes a grave abuse of regulatory authority, a breach of statutory duties, and a direct assault on the principles of transparency, fairness, and non-discrimination enshrined under Electricity Act 2003. The conduct of

GETCO not only undermines the sanctity of the connectivity framework approved by the Commission but also jeopardizes the legitimate expectations of renewable energy developers who operate within the bounds of law and policy. It is, therefore, prayed that the Commission may set aside the impugned email dated 14.02.2025 and the impugned letter dated 01.03.2025 and direct GETCO to grant Stage-II connectivity to the Petitioner.

2.32. It is further submitted that the Petitioner has a good prima facie case before the Commission as the Petitioner complied with all requirements under the Connectivity Procedure 2023 and was wrongfully denied the Stage-II connectivity. The arbitrary rejection by GETCO vide the impugned email dated 14.02.2025 and the impugned letter dated 01.03.2025 and reallocation of capacity raise serious legal and procedural concerns, establishing a strong prima facie case. Further, the balance of convenience also lies in favour of the Petitioner as the said Petitioner has already invested substantial time and resources in the project based on Stage-I approval and no prejudice would be caused to GETCO.

2.33. As a corollary, it is submitted that in case, the reliefs as sought for, including the prayer for interim relief(s) are not granted by the Commission to the Petitioner, grave loss and severe prejudice would be

caused to it as it will jeopardize the viability of the Petitioner's wind project, causing financial and operational losses, which cannot be compensated in monetary terms.

3. Reply of the Respondent GETCO

- 3.1. The Respondent GETCO has filed its reply vide affidavit dated 17.09.2025 in the matter and submitted that all contentions and allegations in the Petition are wrong and denied.
- 3.2. At the outset, there is a preliminary objection on the maintainability of the Petition. It is submitted that Petition was filed is misconceived and not maintainable and the Petitioner has no *locus standi* to raise the various aspects mentioned in the Petition. The Petition has been filed by Suzlon Energy Limited. Suzlon Energy Limited cannot be an aggrieved party. It is not Applicant for the Stage II Connectivity and there is no direct grievance of the Petitioner. The Application for Stage II Connectivity was filed by Suzlon Global Services Limited. While the cause title claims that Suzlon Energy Limited is conducting its business through Suzlon Global Service Limited, it is clear that these are two separate companies.
- 3.3. Even assuming for the sake of arguments but not admitting that the allegations made by the Petitioner, in the Petition are correct, the

Petitioner has no cause of action to maintain the Petition, to raise any issue on behalf of other entities.

3.4. The Petitioner, though not itself the developer or the applicant, has repeatedly referred to itself as Suzlon Global Services Limited which is not correct when the Petition has been filed under the name of Suzlon Energy Limited and the Affidavit has been signed by an authorised signatory of Suzlon Energy Limited. It is misleading and inappropriate for the Petitioner to make such claims when admittedly, the Petitioner is a different company than Suzlon Global Services Limited. The Petitioner in the entire Petition has failed to provide any basis for the relationship between the Petitioner and the Suzlon Global Services Limited and on what basis, the Petitioner can file the petition under its own name and file an affidavit through its own officers. The Petitioner has also not included the board authorisation in the copy served on GETCO.

3.5. While the Petitioner may be a group company of Suzlon Global Services Limited (though not claimed or specified), they are separate companies and separate legal entities. It is well settled that even 100% shareholders of a legal entity cannot claim to be the owner of the assets of the companies. The Shareholders and the legal entities, are two distinct legal persons, and the holding/parent company does not own

the assets of the subsidiary. The said companies can sue or be sued under their own name. It is not open to the Petitioner under its own name to sue on behalf of such Company. The Petitioner cannot make any claims on behalf of such entity.

3.6. GETCO is the State Transmission Utility under Section 39 of the Electricity Act, 2003 and a transmission licensee under the Electricity Act, 2003. As the State Transmission Utility, GETCO discharges the functions as provided under sub-section (2) of Section 39. In compliance of its duties and functions, GETCO is bound by the provisions of the Electricity Act, 2003 and the Rules and Regulations framed thereunder, including the procedures framed under such Regulations and approved by the Commission.

3.7. The Commission has framed GERC (Terms and Conditions of Inter-State Open Access) Regulations 2011 where under it is provided that the Detailed Procedure may be approved by the Commission which would *inter-alia*, include aspects on application for connectivity and open access and other issues. In terms of the same, a Detailed Procedure was drafted in relation to the grant of connectivity to projects based on Renewable Sources to Intra-State Transmission System and in terms of the Open Access Regulations, the draft had been placed on the website of the Respondent to invite comments and suggestions and thereafter

the same was placed before the Commission. The Commission approved the Detailed Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System on 07.01.2023.

3.8. The Petitioner has unnecessarily and unfairly sought to make allegations against GETCO. While claiming to be a reputed entity, the Petitioner itself fails to meet the requirements of Detailed Procedure. The allegations against GETCO are denied. The attempt of the Petitioner to make such allegations against GETCO show an attempt to seek benefits without fulfilling the requirements and raise issues against GETCO for not allowing such attempts. There is no abuse by GETCO but only actions of processing the applications of various applicants. The alleged contribution of the Petitioner or any of its companies is not relevant. The issue has to be seen if the Application in the present case fulfilled the requirements.

3.9. Further, the Commission, vide its Order dated 21.09.2014 in Petition No. 2377 of 2024 has modified Clause 4.5 of the Detailed Procedure, and added two provisos as under:

".....11.3. We also decide and allow to add following provisos under clause 4.5 of "grant of connectivity to projects based on RE sources to intra-state transmission system" dated 7.01.2023:

Provided that where RE Park Developer (as declared in the application for connectivity) developing the infrastructure facilities for the RE Projects to be established in the RE Park obtains connectivity for evacuation of power from RE projects located in the RE Park, such arrangement between the RE Park Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Park Developer shall be deemed to be on behalf of the RE Projects also for all intents and purposes. The RE Park Developer shall be required to declare the intent at the time of filing of the application for Connectivity.

Provided further that where under any scheme duly declared in the application for connectivity, the RE Developer develops the RE Projects in aggregate, with Connectivity to the Grid taken by the RE Developer with intent to allocate, transfer and assign individual RE Projects to identified entities, such arrangement between the RE Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Developer shall also be deemed to be on behalf of the RE Projects also.”

3.10. Suzlon Global Services Limited was granted Stage I Connectivity vide Letter dated 05.08.2024 for 35 MW Wind power project at 66 KV Nadadhri Sub-station of GETCO.

3.11. Suzlon Global Services Limited applied for Stage II connectivity vide its application dated 10.02.2025. However the application was deficient and did not fulfil the necessary requirements as per Detailed Procedure. On perusal of the application for Stage II connectivity, GETCO, vide its

email dated 14.02.2025 notified to the Suzlon Global Services Limited, the list of queries/deficiencies in the Application. GETCO in its email dated 14.02.2025 specified that further deficiencies with respect to Bank Guarantee will be notified in next 2 or 3 days. GETCO provided Suzlon Global Services Limited a time limit of 7 days to reply on the queries raised by GETCO. The said were notified by GETCO vide its Email dated 19.02.2025.

3.12. Suzlon Global Services Limited vide letter dated 21.02.2025 has responded to the Letter of GETCO and claimed to resolve the queries/defects raised by GETCO in its application for Stage II connectivity. It is submitted that Suzlon Global Services Limited has failed to provide the documents/support with respect to its application. There were clear discrepancies which despite the notification of the deficiencies were not resolved. Further, in fact, the Petitioner had claimed the developer status in the said letter but had failed to identify any entities to whom it would seek transfer subsequently.

3.13. GETCO vide its letter dated 01.03.2025 has rejected the application for stage II connectivity of Suzlon Global Services Limited on account of non fulfilment of the queries raised by GETCO.

3.14. After rejection of the application for Stage II connectivity, Suzlon Global Services Limited sought to justify the defects in its application vide its letter dated 04.03.2025 and provide further compliances. The fulfilment of requirements in any case cannot go beyond the period of processing of the applications.

3.15. It is reiterated that the Application was not complete and did not fulfil the requirements of the Detailed Procedure and therefore were not eligible for consideration for any grant of Connectivity. It is submitted that the Application for Stage II connectivity of Suzlon Global Services Limited has been rightly rejected by GETCO inter alia on account of discrepancies in the Application of the Petitioner on the following point:

1. Financial closure/Financial comfort letter
2. Non identification of captive users
3. Bank Guarantee to be provided
4. Land documents

3.16. It is submitted that the Petitioner is seeking quashing of the letter dated 14.02.2025 claiming that it is seeking extraneous documents despite the fact that no such issue was raised at the relevant time. Further, GETCO had rightly directed Suzlon Global Services to clarify certain aspects and provide supporting documents with respect to its application for Stage II connectivity and Suzlon Global Services Limited

was asked to inform the consumer numbers of all drawee user (s) who shall offtake the RE Power to identify the entities as required in terms of the Order dated 21.09.2024. GETCO was giving an opportunity to the Petitioner to cure its deficiencies as per the Detailed Procedure.

3.17. The allegations of Suzlon Global Services Limited against GETCO is baseless, misleading and misconceived and GETCO has not acted contrary to the Detailed Procedure, 2023 of the Commission. It is in fact the Petitioner Suzlon Global Services Limited which is acting in a manner contrary to the Detailed Procedure and filed applications without fulfilling the requirements and sought to confuse GETCO without presenting the true picture. There were issues with all requirements - financing, land documents, Bank Guarantee as well as the requirement of applying under developer status.

3.18. The Petitioner has not only incorrectly stated that it had applied with necessary documents but has patently erroneously sought to claim that the above is “admitted”. It is denied that there is any such admission. The case of GETCO is that the application was not complete.

3.19. It is submitted that Clauses 9.2 and 9.3 of the Detailed Procedure, 2023, allow GETCO to intimate the deficiency in the application for Stage II

connectivity and permit GETCO to seek any clarification, additional information, confirmation, etc.

3.20. In terms of the above, the email dated 14.02.2025 was issued by GETCO seeking clarifications and information on the particulars provided by the Petitioner in its Stage II application, on the following aspects:

- (i) Notarized undertaking related to financial closure/financial comfort - there were two undertakings provided which make it clear that the Petitioner was seeking to confuse the issue - on one hand, the project was claimed as INR 55.90 crores but another which referred to Rs. 251.90 crores.
- (ii) Auditors Certificate
- (iii) Board Resolution along with letter of authorization, if any, specifying the authorized signatories on behalf of the appellants' company
- (iv) In case of equity/funding from applicant's company; Notarized undertaking/declaration on company letterhead signed by authorized signatory under company seal towards the amount to be funded by the applicant company clearly mentioning the name of the project
- (v) Land related documents

- (a) Undertaking was not submitted
- (b) Title Report was not in the name of the Applicant i.e. Suzlon Global Services Limited and further not all Title reports were provided.
- (c) There were certain other deficiencies which were also pointed out.

3.21. In addition to the above, GETCO also requested for declaration as to RE Park, RE Project and RE Developer and to provide the consumer nos. of all drawee user(s). GETCO in the said email also stated that queries on Bank Guarantee, if any, will be intimated separately. GETCO provided for time until 21.02.2024, failing which action shall be taken as per GERC Procedure. Suzlon Global Services Limited, vide its email dated 21.02.2025 purported to clarify the above discrepancies. The petitioner also clarified that it is developing the project as a “RE Developer” though it did not identify the entities to whom it would be seeking to transfer.

3.22. It is submitted that Suzlon Global Services Limited failed to fulfil the requirement despite opportunity:

3.23. Suzlon Global Services Limited failed to provide financial comfort or achieve financial closure for the total project cost of the project to be allegedly developed by the Suzlon Global Services Limited. There is a

specific requirement under Clause 8.2.2 to provide financial comfort/financial closure which was not provided. Suzlon Global Services Limited provided the undertaking only in respect of 65.59 Crores out of the total project cost of Rs. 251.09 Crores.

3.24. At the time of the application itself, the Applicant in an attempt to confuse produced two undertakings - one which was notarized and referred to project cost as Rs. 55.59 for 35 MW to be sourced from internal accruals which is clearly not correct and second another undertaking was submitted which not notarised but referred to total project cost of Rs. 251.09 crores out of which 195.50 crores were within consumer scope but still the claim was that “the source of our fund for our aforesaid wind project is from “internal accruals”. It is clear that Suzlon Global Services Limited was seeking to confuse the issue. The Detailed Project requires financing for the entire project cost and Suzlon Global Services Limited sought to reduce the project cost to show only its share. Whether the expenditure is of consumer or Suzlon Global Services Limited is irrelevant, the project is claimed to be set up by the Suzlon Global Services Limited who is applying for connectivity and it has to show the financing for the entire cost.

3.25. Suzlon Global Services Limited cannot be granted connectivity and allowed to block to the connectivity for a period of at least 12 months

when it does not have the finances to develop the project. Suzlon Global Services Limited cannot claim that it would get financing after it identifies the consumers. The entire purpose of requirement of financing is lost if only small percentage of project cost is to be financed. There are only two options under Format 7 of the Detailed Procedure - loan from financial institution or equity/funding from the applicant or parent company. Admittedly there is no such option submitted by the Applicant Suzlon Global for the significant portion of the project cost.

3.26. Suzlon Global had only provided financial comfort of Rs. 65.59 Crores and the same is also a financial comfort letter of the company itself. The said letter also states that the Company has only 50% of the land for the project.

3.27. It is therefore clear that the intention of the Applicant is that after receiving the connectivity, it would then approach the customers, and this implies that the Applicant would not do any work until after the consumers are finalised and further offer the money. This cannot be permitted. Suzlon Global Services Limited cannot provide financial comfort letter on part of third parties, particularly unidentified entities. Apart from this, there is no such provision for financial comfort letter from third parties which are not financial institutions or parent company. Suzlon Global Services Limited by referring to financing

through internal accruals therefore sought to confuse GETCO and in fact the CA Certificate is based on management representation is clearly incorrect. The Certificate is also dated subsequent to the application.

3.28. According to Suzlon Global Services Limited and the above letter, the project cost of Rs. 251.09 Crores is to be met by self-financing and the consumers, who are not yet identified. In such circumstances, Suzlon Global Services Limited cannot be granted connectivity and then wait to identify consumers and without producing any such letter for financing (even assuming but not admitting that this can be fulfilment of the requirements of Detailed Procedure). Suzlon Global Services Limited had clearly not fulfilled the requirement of financing.

3.29. It is submitted that the request of GETCO to identify the entities who will be the consumers/off takers of the power project is in consonance of the amendment of the Detailed Procedure by this Commission vide its Order dated 21.09.2024. Otherwise, there is no transfer of connectivity allowed as per Detailed Procedure. Since Suzlon Global Services Limited was seeking to apply as RE Developer it had to declare so at the application stage itself alongwith the identified entities.

3.30. The contention of the Petitioner that such information is essential only at the time of synchronization or open access is wholly erroneous.

There is no such exemption in the Order dated 21.09.2024. The Petitioner appears to have forgotten the requirements under Order dated 21.09.2024 failing which there is no transfer of connectivity allowed. Since the Applicant was applying as RE developer and had to declare such intention at the stage of application itself, it had to identify the entities to whom it would be transferred at the stage of application itself. The Order requires the scheme to be declared at the time of application itself with the intention to transfer to identified entities. There is no purpose to wait until synchronisation. The intent of prohibition of transfer was precisely for not allowing the applicants to trade on connectivity which is exactly what Suzlon Global Services Limited appears to want to do. It wants to obtain connectivity and thereafter search for consumers based on the same and seek money from them to set up the project, which cannot be accepted.

- 3.31. The consideration of such declaration was by way of an exception to the Clause 4.5 which prohibited transfer of connectivity. The Order itself considered the submission of GETCO “the objective for declaring intention at the time of connectivity application is to ensure that only genuine cases of developer model or RE park model be granted for transfer of permission so as to address the concerns that the connectivity should be sought only by genuine applicants who apply for

themselves and only exception being a recognized methodology of developer model or RE park model.”

3.32. There is also no such requirement in RE Park and therefore it is clear that there is a deliberate inclusion in the clause for RE developer of the requirement of the scheme and identified entities.

3.33. The identification of identities also gives an assurance that the capacity for which connectivity is taken does not go unutilised. Hence the identification of such consumers/entities is essential in consumer interest. This is much more important in the case of the Suzlon Global Services Limited, who states that the financing for the project is from the captive consumers. The Petitioner cannot say that the project will be financed by the consumers and at the same time not identify the consumers or produce any such letter from them (even assuming but not admitting that this can be fulfilment of the requirements of Detailed Procedure).

3.34. It is in interest of RE projects as well as consumers that connectivity is only given to developers who intend to set up the project in time and without the providing for opportunity of seeking extension of time to set up the transmission facilities. Suzlon Global Services Limited, itself has sought extension of time on basis of claims of delays in investments

in another Petition being Petition No. 2417 of 2024. While GETCO has opposed the same, it is clear that this same issue may arise even in this case.

3.35. In terms of the amendment to the Connectivity Procedure, 2023, the RE developer, under any scheme declared in the application, developing the project, with intent to allocate, transfer or assign individual RE projects is to identify the entities to which seek to offtake the RE power. Admittedly, Suzlon Global Services Limited has failed to identify any consumer and has also failed to provide the financial closure/comfort for the total project cost of the project.

3.36. GETCO, vide its email dated 14.02.2025 had sought from the Petitioner Consumer No. of all drawee user(s) who shall offtake the RE Power. This request of GETCO was in pursuance of the Order dated 21.09.2024 of the Commission in Petition No. 2377 of 2024. The Commission vide the said Order amended Clause 4.5 of the Detailed Procedure, 2023. The Commission, in the said Clause, contemplated the transfer or assignment of the Project/ RE Power to “identified entities”. This was not done.

3.37. It is the submission of the Petitioner that the Order dated 21.09.2024 of the Commission has defined an RE Project Developer as *an entity that*

undertakes investment for setting up RE Project along with requisite Infrastructure.... Upon completion of such infrastructure, the project may thereafter be transferred to other entities or to drawee user in the case of captive user or under third party transactions. This has to be read with the other amendments in relation to Clause 4.5. Even otherwise, this is contradictory to the conduct of Suzlon Global Services Limited, who at the same time has not provided the consumers/applicants to whom the project will be transferred and in fact it is clear that it is linking even financing of project to such unidentified consumers. Thus, Suzlon Global Services Limited has not shown the finances for setting up the project.

3.38. The stage of Application for Stage II connectivity is the required stage for providing information with respect to captive users. The Grant of Stage II connectivity will create a vested right in Applicant (for a period of one year at least) to keep the connectivity subject to fulfillment of other conditions. Such right can only be created after there is fulfillment of all requirements particularly when the requirements are intended to assure that the Applicant intends to set up the project within the timelines and will not occupy the connectivity (which is scarce) and not develop the project. The requirement of such information is not premature and does not create any unnecessary burden on the

Applicant. The very purpose of the phraseology in the exception is clear and requires such identification at the time of the application itself. Even otherwise, this is a requirement decided by the Commission and the same cannot be claimed to be burdensome or otherwise challenged herein.

3.39. GETCO is not reading any words into the statute. The term “identified entities” is specifically introduced by the Commission in its Order dated 21.09.2024 in Petition No. 2377 of 2024. GETCO has acted in a fair and transparent manner. In fact it is the Petitioner/Suzlon Global Services Limited which is seeking to add words by claiming that the identification is to be done at the time of synchronisation. The judgments relied upon by the Petitioner with respect to interpretation of statute and the duty of the instrumentality of the State have no relevance to the present dispute and in fact would only emphasis the requirement to comply with the Order.

3.40. Suzlon Global Services Limited has failed to fulfil the requirements for identified entities as per Order dated 21.09.2024.

3.41. It is submitted that Suzlon Global Services Limited had not provided the full documents on land at the time of application and deficiency was raised. Even otherwise, the land documents and title report was in the

name of a different company and not in the name of the applicant for the Stage II Connectivity. This is contrary to the requirements of Detailed Procedure which specifically recognise that the same is to be in name of Applicant's name. It is relevant that no explanation was placed along with application for the land documents being in a different name. Therefore clearly, the intention was to confuse GETCO and hope that the defect would not be noticed.

3.42. The title reports submitted clearly show that the land documents is in name of another entity. In fact, as late as 28.01.2025, the title report referred to land in the name of Suzlon Gujarat Wind Park Limited, and the application was filed on 29.01.2025. When even in January 2025, the lease was in name of Suzlon Gujarat Wind Park Limited whereas the application was in name of Suzlon Global Services Limited, these were clearly two different entities even at the time of the application. The alleged claim of merger/demerger is not correct.

3.43. There is a requirement of submission of Bank Guarantee by an Applicant. GETCO vide email dated 19.02.2025 had raised the issue on the Stamp Paper of the Bank Guarantee submitted.

3.44. The original stamp paper for the bank guarantee was obtained only on 24.02.2025 and submitted vide Letter dated 03.03.2025. Firstly the

submission of the bank guarantee was itself after the rejection on 01.03.2025 and even otherwise, the period for processing of application was already over by the time the original stamp paper was submitted.

3.45. Further, the original stamp paper was obtained only on 24.02.2025 which was dated after the date of application. The issue remains for consideration whether the Applicant was eligible as on date of the application for consideration. Generally, the eligibility of the Applicant has to be seen on the date of the application.

3.46. It is submitted that the Petitioner has challenged the letter dated 01.03.2025 of GETCO as arbitrary and not providing for any reasons for rejection of the application of the Petitioner. There is no format in the Detailed Procedure for rejection or to provide reasons thereof. There is no specific obligation upon GETCO to assign reasons for an application for rejection of Connectivity. Even otherwise, GETCO vide its letter dated 01.03.2025 has provided reasons as under:

“... Your application is hereby treated as cancelled due to following reason:

Document Related

REQUIRED DOCUMENTS AS PER CLAUSE 4.5 AND 8.2.2 OF GERC APPROVED PROCEDURE DATED 07.01.2023 IS NOT SUBMITTED.”

3.47. It is submitted that the above letter has also to be read along with the email dated 14.02.2025, through which additional details were sought for by the GETCO. In response to the same, Suzlon Global Services Limited admittedly failed to provide all the documents.

3.48. In terms of the above, the application was not compliant with the Detailed Procedure and therefore the rejection of the Application of Stage II connectivity is consequence of the Petitioner's non-compliance with the Detailed Procedure (as amended). The information sought by GETCO is not an arbitrary or illegal act. It is wrong on the part of Suzlon Global Services Limited to state that it has complied with all the requirements.

3.49. GETCO has acted strictly in terms of the Detailed Procedure, 2023 and the Order dated 21.09.2024 of the Commission in rejecting the application of Stage II connectivity of the Petitioner vide its letter dated 01.03.2025. The allegation of the Petitioner of GETCO abusing its position is wholly erroneous and without any substantial basis. GETCO as STU is bound by the Detailed Procedure and has to ensure that the applications meet the requirements. There is no abuse of position in such consideration. The Petitioner has made such vague allegations to hide its own deficiencies. There is no pattern. GETCO had issued the deficiency letters and on failure of the Applicant to provide all necessary

documents, rejected the application. It is not clear how GETCO processing the applications as per Detailed Procedure is any such pattern of abuse.

3.50. The actions of GETCO are not arbitrary and do not lack any transparency. GETCO gave an opportunity to Suzlon Global Services Limited to provide additional information in terms of Clause 9.3 of the Detailed Procedure, 2023. The Application of Suzlon Global Services Limited was only rejected after Suzlon Global Services Limited failed to comply with the queries/clarifications raised by GETCO within the stipulated time. GETCO's has not acted in a discriminatory, unfair or impartial manner and has acted strictly in accordance with the Detailed Procedure of Commission and in public interest. The Petitioner Suzlon Global Services Limited, being unable to fulfil requirements, is seeking to make baseless allegations against GETCO.

3.51. The information sought for by GETCO vide its letter dated 14.02.2025 is such information that Suzlon Global Services Limited ought to have provided with its application for Stage II connectivity. The Application of Suzlon Global Services Limited was defective and despite opportunity to Suzlon Global Services Limited to clarify and rectify such defect, this was not done. GETCO has not imposed any condition but has only sought for relevant information. The contention of the Petitioner

that GETCO has extraneous and unwarranted conditions for grant of Stage II connectivity is wholly erroneous. No such issue was raised at the relevant time and it is now being claimed as afterthought.

3.52. The Petitioner has wrongly stated that GETCO made an express threat that non submission of such information will lead to cancellation or revocation of the connectivity in the event of non-submission of the said information. Firstly, the Stage II connectivity has not even been granted and therefore there is no question of any cancellation or revocation. Further GETCO in its letter has stated "*Falling which action shall be taken as per GERC Procedure*" in respect of failure of the Suzlon Global Services Limited to provide the information as requested by GETCO in its letter dated 14.02.2025. There is no threat by GETCO as stated by the Petitioner. GETCO has only put the Applicant to notice that action shall be taken as per the Commission's Detailed Procedure on the failure to provide information in support of its Application for Stage II connectivity. The Petitioner cannot claim that the intimation that the consequences as per Detailed Procedure would follow is a threat. If the Application is not compliant with the Detailed Procedure, then the same is liable to be rejected. There can be no claim of the Petitioner that despite the non-compliance, GETCO is compelled to consider the

application or that the failure to meet the deficiency requirements would have no consequence.

3.53. It is submitted that GETCO has no advantage in rejecting the application for Stage II connectivity of any applicant. But GETCO can only grant connectivity to applicants whose application is complete in all respects.

3.54. The reliance placed by the Petitioner on the decisions on the principle that when a statute provides a particular thing to be done in a particular manner, then the same needs to be done in that manner only is not in favour of the Petitioner Suzlon Global Services. The same in fact supports the contention of GETCO. The stand of GETCO is that connectivity can only be granted to applicants if the application is in terms of the Detailed Procedure, 2023, along with its amendments and there cannot be any deviation or relaxation by GETCO. GETCO has to act as per the Detailed Procedure only. GETCO has not imposed any condition which does not form part of the Detailed Procedure, 2023 and the Order dated 21.09.2024 in Petition No. 2377 of 2024.

3.55. The Petitioner has wrongly stated that the rejection of Stage II Application deprives the Petitioner of legitimate and already allocated transmission corridor. Firstly, it is not the Petitioner which was the applicant. Even otherwise, there is no right on the transmission

corridor. Grant of Stage I connectivity does not create any vested right in favour with respect to the allocation of transmission corridor. Clause 7.3 of the Detailed Procedure states that the grant of Stage I Connectivity does not create any right in favour of the grantee. In fact, Stage II Connectivity does not create any right for transmission open access since these are only connectivity, and the open access is to be applied for separately. Further, the grant of Stage I Connectivity does not take away the requirements of compliance with Clauses 8.2.2 and 4.5 of the Detailed Procedure.

3.56. Even otherwise, Section 40 of the Electricity Act, 2003 mandates GETCO to build, maintain and operate an efficient, co-ordinated and economical or intra-State transmission system. It also mandates GETCO to provide non-discriminatory open access to its transmission system. Accepting the application of grant of Stage II connectivity, which is made with defects will be discriminatory against other applicants who have made applications which are complete in all respects or who wait until they have all necessary documents to make applications. It is also submitted that an efficient and cost effective transmission system can be built only if capacity is not left stranded and is only granted to serious applicants.

3.57. It is denied that the Project of Suzlon Global Services Limited is in advanced stage. If it was really in advanced stage, it would have fulfilled

the requirements. Admittedly, when the consumer is not identified and financing is dependent on such consumers, there can be no progress. The Petitioner is put to strict proof of its claims.

3.58. Even otherwise, the alleged investment/progress made is not of any consequence when the Application is defective. Suzlon Global Services Limited has not even shown the investor commitments. It had only provided a letter of financial comfort of its own and that too for much lesser portion of the project cost. The submissions made by the Petitioner with respect to the confidence of the investors, investments are incorrect and patently contrary to the claims of the Suzlon Global Services Limited. The same is also fructified by the letter dated 19.11.2024 wherein it has been stated that it will start looking for prospective consumer only after grant of Stage II connectivity. Which shows that the Suzlon Global Services Limited has no “identified entities” at the present time and the interest of no consumer is affected by the denial of the application for grant of Stage II connectivity.

3.59. The reliance on the policies and promotion of renewable energy is not relevant in the present case as the issue is of compliance with Detailed Procedure. None of the policies or provisions allow the Petitioner or Suzlon Global Services Limited to claim connectivity without fulfilling the requirements. Even otherwise, the other applicant is also renewable

energy project. Therefore, Suzlon cannot claim special status or exemption from requirements.

3.60. It is submitted that after Suzlon Global Services Limited had applied for Stage II connectivity on 29.01.2025, in February 2025, capacity of 6 MW connectivity at the Nadadhri Substation was granted to another RE Developer at 11 kV level. Further, in June 2025, 3.5 MW of connectivity was granted to another developer at 11 kV level, resulting in total available capacity of 25.5 MW.

3.61. On 30.06.2025, another RE developer, M/s Cleanmax submitted its application for grant of 26.4 MW connectivity.

3.62. It is submitted that Suzlon Global Services Limited has approached the Commission belatedly. The application for Stage II connectivity was rejected by GETCO vide its letter dated 01.03.2025. Suzlon Global Services Limited has only approached the Commission on 28.06.2025, after another developer had applied for connectivity for the capacity available at the 66kV Nadadhri Substation of GETCO. This will affect the rights of other applicants who made an application based on the available connectivity after the rejection of the Application of Suzlon Global Services Limited.

3.63. Thus, the conduct of the Suzlon Global Services Limited is also not equitable or fair. On the other hand, the Petitioner is seeking raise unsubstantiated and false allegations against GETCO to in fact undermine other developers who may be seeking connectivity. There is no malafide intention of GETCO and it is in fact the Petitioner Suzlon Global Services Limited which has acted in an unfair manner. When the capacity is available and if applications are received, they are processed as per law. The fact that Suzlon Global Services Limited submitted an incomplete application does not mean that no one else is to be allowed to apply or have their applications processed until Suzlon can get relief. GETCO cannot favour Suzlon over any other applicant. There is no surreptiousness. The application of Suzlon was not accepted and therefore the capacity was still available, and applications were received for such capacity and were processed.

3.64. In view of the submissions made above, the Petition is liable to be dismissed with costs.

3.65. With regard to the IA, the submissions made hereinabove are reiterated. It is further submitted that the Petitioner despite the denial on 01.03.2025 chose not to file a Petition until July 2025. There is therefore no urgency. Further the Petitioner not have any case, let alone prima facie when its application is patently contrary to the Detailed

Procedure read with Order dated 21.09.2024 in Petition No. 2377 of 2024, there are multiple deficiencies in the Application. It is not even a case of one issue but multiple issue involving identified entities for captive, lack of finances, land issues as well as delay in submission of Bank Guarantee papers etc. Further, the Petitioner has not filed the application with clean hands when it has not clarified various aspects and sought to file a misleading undertaking about project cost. In fact, the Petitioner is not even the applicant and has no *locus* to file the petition let alone seek interim orders.

3.66. In view of the above, there is no basis to grant any interim orders or continue the ad interim order already granted.

4. Rejoinder Reply of the Petitioner:

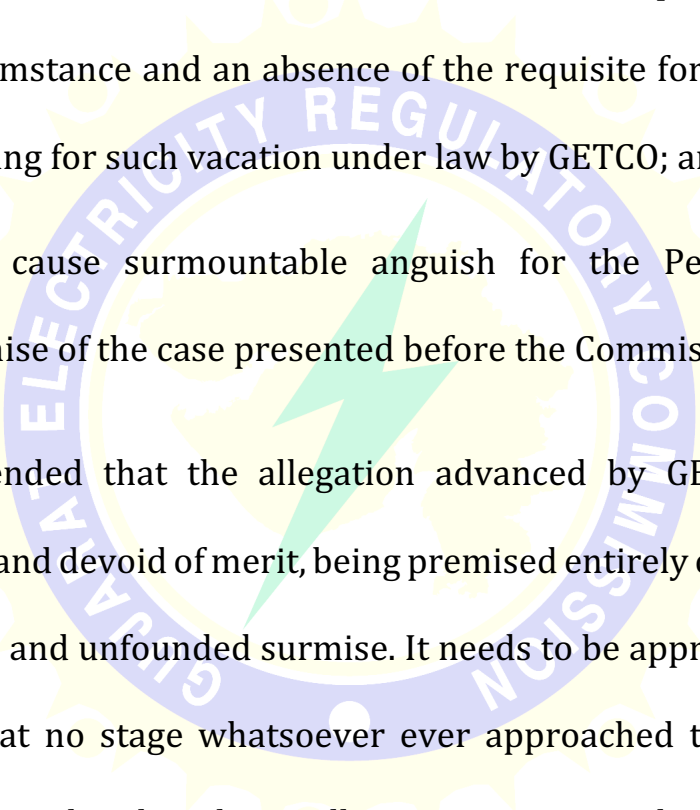
4.1. The Petitioner vide its affidavit dated 24.09.2025 has filed rejoinder reply to the reply of the Respondent and reiterated that the present Petition is preferred, *inter-alia*, seeking quashing/setting-aside of the email dated 14.02.2025 and the letter dated 01.03.2025 issued by the Respondent GETCO.

4.2. GETCO vide the said email/ impugned communication, arbitrarily and erroneously rejected Stage-II Connectivity Application of the Petitioner

on extraneous grounds and reasons which are completely outside the purview of the extant Regulations and Orders of the Commission.

- 4.3. In the above context, it is submitted that the captioned Petition was listed before the Commission for hearing on 31.07.2025 on which date GETCO was directed to file reply within a period of two weeks and the Petitioner was granted time to file rejoinder within a week thereafter. However, on 17.09.2025, GETCO filed its reply to the present Petition i.e., almost after a period of six weeks.
- 4.4. In these circumstances, the Petitioner is filing the present Rejoinder in the most emergent space, facing paucity of time. The Daily Order dated 23.09.2025 also directs the Petitioner to prefer its pleading on or before 26.09.2025.
- 4.5. Further, the Petitioner states that all contentions, averments and interpretations made by GETCO in its reply, in the manner alleged or at all, are frivolous, baseless, devoid of any merits and ought to be rightly rejected.
- 4.6. Before adverting to the primary objections raised by GETCO, it is imperative for the Petitioner to respectfully provide the following terse submissions:

- A. On 19.09.2025, during the course of hearing, the Commission observed that the Petitioner attempted to mislead and misguide the incumbent proceedings initiated by it, which is evident from the Daily Order dated 20.09.2025;
- B. The observation relates specifically to a query raised to the Petitioner, for which the desired information was not available with the Ld. Counsel at the time (which was subsequently clarified on 22.09.2025) appearing on the day for the Petitioner; and
- C. In summation, it is urged that limited ability to address a query by Ld. Counsel ought not be considered as an attempt to mislead or misguide the Commission.
- 4.7. GETCO in its reply erroneously alleged that the Petitioner filed a misconceived Petition, as the Petition is filed by 'Suzlon Energy Limited' however, Stage I and Stage II Applicant is named 'Suzlon Global Services Limited'. Therefore, the Petition is not maintainable for lack of locus standi. Consequently, accepting the aforesaid misplaced contention of GETCO, the Commission vide Daily Order dated 20.09.2025 vacated the interim protection granted to the Petitioner vide an earlier Order dated 10.09.2025. This aspect bears utmost importance on account of the below reasons:

- 
- a. The order of vacation has caused and shall Potentially cause irreparable loss and injury upon the Petitioner;
 - b. Needless to state, the said interim protection of status-quo was granted by the Commission after hearing the parties at length and being satisfied qua the three tests of interim relief;
 - c. However, the same came to be vacated despite no change in circumstance and an absence of the requisite formal application praying for such vacation under law by GETCO; and
 - d. This cause surmountable anguish for the Petitioner in the premise of the case presented before the Commission.
- 4.8. It is contended that the allegation advanced by GETCO is wholly misplaced and devoid of merit, being premised entirely on assumptions, conjecture, and unfounded surmise. It needs to be appreciated that the Petitioner at no stage whatsoever ever approached the Commission with unclean hands. These allegations against the Petitioner are completely frivolous, baseless deserving not an iota of consideration.
- 4.9. Therefore, the Commission ought to consider the following submissions:
- a) The captioned Petition was preferred with utmost urgency:

- b) Post illegal and arbitrary rejection/ cancellation of Stage-II Connectivity Application of the Petitioner on 01.03.2025, there were serious apprehension of the same being allocated to some other RE Developer. However, attempts were made to mitigate the situation through correspondences etc., but to no avail;
- c) In the process, the relevant factual position and orders establishing relationship between 'Suzlon Energy Limited' and 'Suzlon Global Services Limited' was inadvertently missed;
- d) That, post rejection of Stage-II Connectivity Application by GETCO on 01.03.2025, the National Company Law Tribunal, Ahmedabad Bench vide order dated 08.05.2025 approved the scheme of amalgamation by way of merger by absorption of 'Suzlon Global Services Limited' with 'Suzlon Energy Limited';
- e) The legal consequence which flowed therefrom is that all rights, obligations, liabilities, licenses, legal proceedings qua Suzlon Global Services Limited (which was dissolved without winding-up) would lawfully be vested with Suzlon Energy Limited from the operative date of 15.08.2024 as permitted by the said Order. Certain portion of the said order is set-out for context, however,

the contents of Para 24 of the Order dated 08.05.2025 is not reproduced in its entirety to maintain brevity:

“24. THIS TRIBUNAL DO FURTHER ORDER:

- i. The Scheme of Amalgamation as annexed as Annexure 'F' to the Company Petition is hereby sanctioned and it is declared that same shall be binding on the Petitioner Companies and its Shareholders and Creditors and all concerned under the Scheme;*
- ii. The Petitioner Transferor Company shall be dissolved without winding up.*

4.10. Adumbrating further, it is respectfully submitted that:

- (a) That, the cause title of the captioned Petition also clearly reflects the names of both entities, viz., Suzlon Global Services Limited and Suzlon Energy Limited;
- (b) In effect, the Petitioner has been utmost transparent and indulged full disclosure from inception of these proceedings;
- (c) What is also relevant and evident is the fact that Suzlon Global Services Limited was a wholly owned subsidiary of Suzlon Energy Limited and the corporate group/ conglomerate of Suzlon is engaged in the business of green/ clean energy; and

(d) Furthermore, as seen from the record before this Commission, until the date of amalgamation, i.e., 08.05.2025, all correspondences were addressed on behalf of Suzlon Global Services Limited.

That, post-amalgamation vide order dated 08.05.2025, the relevant correspondence on record i.e., the letter dated 10.07.2025 was issued on behalf of Suzlon Energy Limited, i.e., the amalgamated entity.

4.11. Crucially, GETCO did not require any clarification or concern regarding the identity or authority of Suzlon Energy Limited in relation to the foregoing letter dated 10.07.2025, even though they were aware of Suzlon Energy Limited issuing the subsequent communication.

4.12. Therefore, in terms of the aforesaid, allegations of GETCO regarding non-maintainability of the present Petition, lack of *locus standi*, allegation of the Petition being misconceived are completely baseless and misplaced. The Petition filed in the month of July 2025 i.e., after the order dated 08.05.2025 was passed by NCLT, Ahmedabad Bench is maintainable under law.

4.13. At the same time, basis the above, the observations of the Commission rendered vide order dated 19.09.2025 that the Petitioner misguided or

misled the proceedings deserve to be corrected. As such, the allegations of GETCO lack any merit and deserves to be rejected.

4.14. It is submitted that GETCO in its reply alleges that the Petitioner has failed to fulfil the timelines as well as the requirements vis-à-vis submissions of documents as per the Detailed Procedure.

4.15. That the aforesaid contention advanced by GETCO is not only factually erroneous but also legally unsustainable and appears to be misleading. The Petitioner meticulously complied/ endeavoured to comply with all procedural requirements and submitted the requisite information/ data/ documents strictly within the prescribed procedure and the stipulated timelines. The Petitioner's bonafide intention and diligent efforts to secure Stage II Connectivity cannot be overlooked or questioned per the whims and fancies of GETCO. Any suggestion to the contrary is a baseless assertion, devoid of evidentiary support and made in disregard of the documented record.

4.16. In the above context, the following timelines ought to be taken note of by the Commission:

- (a) That, the Petitioner for the grant of Connectivity under the applicable Detailed Procedure, duly submitted its application for Stage I Connectivity on 20.06.2024.

- (b) The aforesaid application was approved on 05.08.2024 by GETCO.
- (c) That, as per the Stage-I approval, the RE Developer is required to submit its Stage-II Application within a prescribed period of 6 months. Accordingly, the Petitioner in strict adherence to said timeline submitted its Stage II Connectivity application on 29.01.2025.
- (d) Not only this, but the aforesaid Stage-II Connectivity Application was accompanied by all requisite documents, in conformity with the Detailed Procedure as duly approved by the Commission.

The above timelines clearly establish that the Petitioner bonafidely submitted its documents with respect to the Stage-I and Stage-II Application.

4.17. It needs to be appreciated that the Detailed Procedure confers the authority to seek clarifications with respect to the documents submitted by an applicant, however, such power is not unfettered, cannot be exercised beyond the bounds of law. In order to substantiate the same, the following is to be noted:

- (a) That, post the submission of the Stage-II Application on 29.01.2025, GETCO on 14.02.2025 issued a letter/ email and sought additional queries/ information from the Petitioner.
- (b) Thereafter, the Petitioner on 21.02.2025 (ie., within one weeks' time) duly submitted the relevant information/documents as sought by GETCO.
- (c) However, even after fulfilling all requirements qua the queries raised by GETCO, the latter vide letter dated 01.03.2025 (impugned communication) rejected the Stage II Connectivity Application of the Petitioner on the ground of non-submission of requisite documents per Clauses 4.5 and 8.2.2 of the Connectivity Procedure 2023; and
- (d) The timelines of this case clearly show no delay by the Petitioner in submitting the compliance documents or requisite clarification. In fact, GETCO after receiving additional/ clarificatory information failed to further raise any objection or issue. On the contrary, GETCO proceeded to arbitrarily reject the Stage-II Connectivity Application of the Petitioner.

4.18. That apart, GETCO also traversed beyond the requirements under the Detailed Procedure and sought for details/ information which are completely extraneous and alien to the said Procedure.

4.19. A prime example of such conduct which also forms fulcrum of rejection of Petitioner's Stage-II Connectivity Application is the demand of GETCO for the Petitioner to provide identification of captive users/ consumer numbers. This demand is nowhere to be found under the relevant Procedure or the Order dated 21.09.2024 passed by the Commission.

4.20. Therefore, the contention of GETCO that, the Petitioner while claiming developer status, failed to identify prospective transferee entities is wholly extraneous, blatant attempt to mislead and illegal. This ought to be gauged by the Commission that GETCO overstepped the ambit of its attached functions and duties under the regulated environment of the Commission when it insisted on the consumer numbers from the Petitioner.

4.21. The Detailed Procedure governing the grant of connectivity does not, at any stage, impose any obligation on the Applicant to disclose or identify potential transferees. No such requirement finds mention, either

expressly or impliedly, within the four corners of the applicable regulatory framework.

4.22. Without prejudice to the foregoing, and assuming arguendo that GETCO's query is to be treated as valid, then:

- (a) Such a requirement is to be treated as premature, impractical, and incapable of compliance at the given nascent stage.
- (b) In the absence of grant of requisite Stage-II Connectivity any Applicant shall not in a position to engage with or obtain firm commitments from any potential transferee entities investors.
- (c) It is a matter of commercial and regulatory prudence that any third party would require confirmation of connectivity being granted to any Applicant before considering any downstream arrangement or transfer; and
- (d) Accordingly, the assumption that the Petitioner/ Applicant should furnish such information at this juncture is both unreasonable and divorced from practical realities.
- (e) That, no entity can be compelled under law to provide information which it is structurally incapable of possessing due to circumstances beyond its control. Such a demand, therefore,

not only lacks legal procedural backing but also violates the principle of impossibility of performance.

4.23. It is submitted in the context that the Petitioner bonafidely, promptly and in a transparent manner communicated its position to GETCO on 04.03.2025 i.e., within a period of two days, following the arbitrary cancellation of its Stage-II Connectivity Application on 01.03.2025. In the process, it sought a fair consideration of its already submitted documents. Notwithstanding this, GETCO, in a manifestly arbitrary and capricious manner, chose to disregard the Petitioner's communication and failed to provide any response or clarification thereafter.

4.24. GETCO in the process:

- (a) Deliberately chose to remain silent on the predicament of the Petitioner.
- (b) It also deliberately chose not to further allot connectivity to some other RE Developer till the subject Petition was filed in the month of July 2025 and thereafter, as there was interim protection granted by the Commission;
- (c) GETCO also cannot cry wolf before the Commission alleging non-allocation of connectivity to some other RE Developer.

It is to note that after the hearing of 31.07.2025, GETCO chose to file its Reply only on 17.09.2025 before the Commission. Therefore, the willingness to culminate the subject proceedings is also absent so far as GETCO is concerned; and

- (d) The overall conduct of GETCO evidences blatant disregard and intentional turning of blind eye to the Petitioner's legitimate and timely request for reconsideration of the arbitrary decision of rejection. GETCO also falls short of meeting standards expected and bound of an agency of the State discharging important public function like allocation of State's resources as per law.

4.25. It is submitted that GETCO's assertion in Para 19 of its reply that the Stage II Application of the Petitioner was rightfully rejected due to alleged discrepancies in the submitted documents is manifestly misleading and contrary to the factual record. This is because:

- a) It is worth reiteration that GETCO on 14.02.2025 raised certain queries concerning the documents submitted with the Stage-II Connectivity Application;
- b) The aforesaid queries were diligently responded to by the Petitioner on 21.02.2025, thereby addressing and clarifying the said queries in all manner possible;

- c) The response of the Petitioner dated 21.02.2025 is part of record before this Commission and portrays the clear picture of compliance on the part of the Petitioner without any deviation or dereliction.

There was no response to the above communication dated 21.02.2025 apart from the cryptic letter of rejection issue on 01.03.2025 by GETCO; and

- d) It is only during the course of present proceedings that GETCO endeavoured to improve its case. In other words, the alleged shortcomings which were satisfied by the Petitioner vide letter dated 21.02.2025 (and subsequent letters) but still came to be rejected by GETCO is attempted to be substantiated by the latter under various pretexts, hyper-technicalities and reasons unknown at the relevant point of time. Such conduct needs to be gauged by this Commission.

4.26. It is the case of the Petitioner that despite the Petitioner having provided detailed and timely clarifications vide letter dated 21.02.2025, GETCO, without any substantive basis or meaningful explanation, summarily and abruptly cancelled the Stage-II Connectivity Application on the vague and unsatisfactory ground of 'document related' issues.

Such a mechanical and opaque rationale clearly demonstrates that GETCO has acted in a manner that is both contrary to and beyond the scope of the Detailed Procedure.

4.27. This conduct not only amounts to an abuse of discretionary power but also violates the principles of transparency, reasoned decision-making, and procedural fairness mandated by law.

4.28. Aiding the above, the conduct of GETCO becomes glaring in the context of its own submissions made in black and white in the following manner:

- a. GETCO under Para 23 of its Reply relied upon Clauses 9.2 and 9.3 of the Detailed Procedure;
- b. Such reliance was placed to justify its purported entitlement to seek further information/ clarifications/ deficiency concerning alleged discrepancies in the documents submitted by the Petitioner along with the Stage-II Connectivity Application;
- c. In the most convenient and conniving manner, GETCO suppressed from this Commission, the statutory mandate of Clause 9.2 (relied by it thereupon) expressly requiring any further information/clarifications/ queries /deficiency to be

communicated other Applicant in writing, within a stipulated period of three clear working days of such application.

4.29. In the instant case, the Petitioner applied its Stage-II Connectivity Application on 29.01.2025. As per the GETCO's own admission and the mandate of Clause 9.2 of the Detailed Procedure, further information/ clarifications/ queries if any were required to have been raised within three working days from 29.01.2025. Admittedly, GETCO raised further information/ clarifications/ queries on 14.02.2025. This is after a period of almost two weeks. Therefore, in view of the rampant allegations of non-compliance levelled against the Petitioner by GETCO, the conduct of GETCO and flouting/ non conformity of its actions with the mandate of Clause 9.2 is writ large on the face of record.

4.30. The present case is a classic example of GETCO neither following the mandate of statutory procedure and also imposition of extraneous conditions on the Petitioner in order to oust it from the race to grant Connectivity within the State of Gujarat. The reason behind such conduct is best known to GETCO itself. In the overall context, this Commission ought to consider these submissions while granting relief to the Petitioner.

- 4.31. Therefore, the allegations of GETCO of the Petitioner not following the Detailed Procedure are hollow, baseless warranting rejection by this Commission.
- 4.32. GETCO in its reply alleged that there were certain discrepancies with respect to Financial closure / Financial Comfort Letter submitted by the Petitioner alongwith the Stage-II Application dated 29.01.2025.
- 4.33. At the outset, GETCO is estopped by operation of law from improving its case under the guise of the present Reply and put forth such submissions, which were never raised, informed or intimated by it to the Petitioner while arbitrarily rejecting the subject Stage-II Connectivity Application. This aspect is important when weighed against the fact that the Petitioner, at all times, duly and bonafidely responded to GETCO with respect to any query raised alleging shortcoming or discrepancy of information. The Petitioner cannot, at its own assumption, submit documents/ information which GETCO may seek in future, despite having submitted the requisite information as demanded. The principle of law that procedure/ procedural aspects ought not be construed/ interpreted to nullify its intent and result in absurdity requires application to the plinth of allegations raised by GETCO for the first time in its Reply.

4.34. That, the Petitioner duly submitted the Financial Comfort Letter within the prescribed timelines alongwith the requisite Financial Undertaking. Such timely compliance shows adherence to procedural requirements by the Petitioner and negates any assertion of delay or non-compliance.

4.35. Furthermore, GETCO's allegation that the Petitioner sought to confuse GETCO by submitting two Financial Undertakings is wholly misplaced and without foundation. This is because the Petitioner initially submitted the requisite Financial Undertaking dated 28.01.2025 which explicitly and unambiguously provided the total project construction cost amounts to Rs. 55.59 Crores (excluding GST). This Undertaking is duly notarized and submitted well within the prescribed timeline along with the Stage-II Application. Furthermore, the Undertaking (basis which allegation of confusion is raised) is a mere cost breakup of the total project construction cost. It was clarified that financing would be done from internal accruals and potential customers in the future.

4.36. Therefore, apart from the cost of Rs. 55.59 Crores (excluding GST) as intimated earlier vide the Financial Undertaking, it was also informed that an amount of Rs. 195.50 Crores would be raised from potential customers in the future under the head 'Customer Scope';

4.37. The Undertaking was consistent with the Financial Undertaking given earlier also reflecting the amount of Rs. 55.59 Crores (excluding GST) to be raised from internal accruals of the Petitioner. The Petitioner cannot be faulted for providing a transparent breakup of its costs and scope. Any allegation of confusion ought to have called for further clarification. Once the same was provided vide communication on 21.02.2025, there was no scope for alleging confusion basis which rejection was accorded to the Stage-II Connectivity Application. It is reiterated that substantial and logical clarification was provided vide the aforesaid communication issued by the Petitioner on this aspect.

4.38. Therefore, allegations of GETCO deserve to be rejected by the Commission as the same attempt to create confusion and mislead the proceedings.

4.39. GETCO in its reply has raised irrational contention that there were discrepancies with respect to non-identification of captive users who will be the consumers/ off takers of the project and on account of such discrepancy, the Stage-II Application of the Petitioner was rejected.

4.40. It is submitted that the contention advanced by GETCO is wholly irrational, erroneous and lacks logic. In this regard, it is to note that nowhere in the Detailed Procedure, or in the Order dated 21.09.2024

passed by the Commission in Petition No. 2377 of 2024, is there any stipulation requiring the Applicant to identify captive users or consumers/ off-takers at the time of submitting the Stage II Connectivity Application. Such imaginative obligation is conspicuously absent from the governing regulatory framework. The attempt by GETCO to impose such an obligation amounts to an unauthorized expansion of the procedural requirements, which is legally untenable. This also bears a clear stamp of extraneous condition being imposed, making the consequent act illegal, arbitrary and inconsistent of the requirements under the statutory procedure of which this Commission is a safe-keeper, and therefore, the Petitioner was under no mandate either by operation of law or procedure to have pre-maturely provided information regarding consumer number/ potential customers to GETCO at the time of applying for Connectivity. Apart from that the Petitioner, applying as a Renewable Energy (RE) Developer at no stage, conveyed to GETCO any willingness or intent to transfer the connectivity to a third party in the future.

4.41. Even assuming, arguendo, that such a transfer is contemplated, even then an Applicant cannot approach or engage with another entity by virtue of having applied for connectivity. In such a case, the Petitioner

must first be granted connectivity and thereupon, arrangements qua any potential transfer of connectivity can validly ensue.

4.42. It is equally important to consider the position that at the time of availing connectivity, it is not possible to comprehensively detail potential consumers. In other words, such identification is non-feasible for being pre-mature, inaccurate and also irrational from a commercial and operational standpoint.

4.43. It is submitted that the Petitioner's intention has been unequivocally clear from the very inception, which is evidenced by its application as an RE Developer to secure connectivity in strict compliance with the requisite procedures and within the prescribed timelines. Even otherwise the Petitioner is a well-established and reputed entity in the sector with extensive experience and thorough knowledge of the regulatory framework, and given its longstanding presence and expertise in the industry, globally, pan-India and in the State of Gujarat, it is without any foundation for GETCO to allege attempts at misleading or create confusion for obtaining connectivity in the State. The Petitioner further reiterates the detailed contentions and averments raised on this issue in the accompanying Petition without duplication in the rejoinder. Therefore, the contention of GETCO that there were discrepancies with respect to non-identification of captive users is

completely irrational and misplaced and must be rejected by the Commission.

4.44. GETCO in its reply alleged that there were discrepancies with respect to land documents submitted by the Petitioner alongwith the Stage-II Application as the land document and the title report was in the name of a different company viz., Suzlon Gujarat Wind Park Pvt. Limited.

4.45. It is submitted that allegation of GETCO is unwarranted in the context of this case. In this regard, the following submissions would satiate the allegations in the following manner:

- a. The title deed submitted alongwith Stage-II Connectivity Application per Clause 8.2.2 of the Detailed Procedure is in the name of Suzlon Gujarat Wind Park Pvt. Limited
- b. That, Suzlon Gujarat Wind Park Pvt. Limited was duly demerged into Suzlon Global Services Limited (the Stage-II Connectivity Applicant) pursuant to the Scheme of Arrangement sanctioned by the National Company Law Tribunal, Ahmedabad Bench vide Order dated 28.09.2022. The relevant portion of the said Order is reproduced below:

"ORDER

- i. *The Scheme of Arrangement as annexed herewith as “Annexure A” is hereby sanctioned and it is declared that the same shall be binding on the Demerged Company, Resulting Company, and their Shareholders and Creditors and concerned under the Scheme.*
- ii. *All Property annexed herewith as “Annexure B”, right and powers of the Demerged Company specified in the schedule hereto and all the other property, rights and powers of the Demerged Company be transferred without further act or deed to the Resulting Company and accordingly the same shall pursuant to Section 232 of the Act, be transferred to and vested in the Resulting Company for all the estates and interest of the Demerged Company.*
-”

4.46. That, post the aforesaid demerger, the demerged entity Suzlon Global Services Limited was further dissolved and absorbed/ acquired by Suzlon Energy Limited on 08.05.2025 (the Petitioner). Therefore, as on date, the right/ title as vested with Suzlon Gujarat Wind Park Pvt. Limited now vests with Suzlon Energy Limited.

4.47. Most importantly, the blatant attempt to mislead the Commission, creation of a smokescreen can be gauged from the fact that GETCO had raised a specific query as enumerated in the issue at hand vide email dated 14.02.2025.

4.48. In response thereto, the Petitioner vide communication dated 21.02.2025, specifically provided the requisite documents pertaining to demerger of Suzlon Gujarat Wind Park Pvt. Limited and emergence of the demerged entity Suzlon Global Services Limited. The same allegation and query is raised in the reply of GETCO before the Commission. A picture is portrayed as if no feasible response was provided by the Petitioner vide communication dated 21.02.2025. This therefore evidences the attempts to prejudice the proceedings despite possessing the clear answer and consequent documents qua the issue raised by GETCO.

4.49. Therefore, the allegation of GETCO regarding confusion or misleading the proceedings is unfounded. The legal answer to the issue of discrepancies with respect to land documents submitted by the Petitioner, to which there cannot be annals of dispute or question. Consequent thereto, evidently the Petitioner was/ is in compliance with the requirements of Clause 8.2.2 of the Detailed Procedure, having submitted all requisite land documents within the prescribed timeline.

This also unequivocally demonstrates the Petitioner's adherence to procedural requirements and its bona fide intention to cooperate with GETCO.

4.50. In light of the aforesaid, the contention of GETCO vis-a-vis discrepancy in submission of land documents is riled with falsity, inaccuracies and must be rejected by this Commission.

4.51. Apart from the aforesaid frivolous and erroneous contentions, GETCO in Paras 51 to 64 of its reply asserted that the Petitioner's challenge to the communication dated 01.03.2025 is baseless and it is under no obligation to provide reasons for cancellation of the Stage II Connectivity. That, the aforesaid contention is completely absurd and devoid of legal merits, because:

- A. It is an established legal tenet that reasons are the lifeline of any order/ permission/ rejection etc.;
- B. Contrary to the above tenet, GETCO endeavours to contend that its actions are beyond the scope of challenge/ judicial review/ regulatory checks;
- C. The reason advanced by GETCO is that under the Detailed Procedure, no reason for rejection is mandated;

- D. At the same time, it contends that in the communication dated 01.03.2025, the cryptic lines provided therein constitute just and reasonable grounds, in other words, reason for according rejection to the Petitioner;
- E. Factually, when further information/clarifications/queries were sought from the Petitioner vide communication dated 14.02.2025 and the same was responded in detail vide letter dated 21.02.2025, GETCO was bound under law to establish the shortcomings of the documents/data provided by the Petitioner;
- F. The consequent action of rejection cannot be taken lightly. This has trampled upon the right and potential of the Petitioner to carry on business in the State of Gujarat;
- G. Most importantly, GETCO is not only an agency of the State but also a statutory creature. Taking shelter under the Detailed Procedure, which is followed selectively in the present case, GETCO is not legally justified to contend that for rejection, it is not bound to provide reasons; and
- H. The supposed reasons provided under communication dated 01.03.2025 need to be adjudged by the Commission if the

same satisfy the test of reasonability. This needs to be coupled with the fact that GETCO is endeavouring on all quarters to improve the contents of such communication dated 01.03.2025 in its Reply. The Petitioner shall profitably rely upon judicial decisions of the Hon'ble Supreme Court to further the argument that actions of the State or its agencies manifestly require to provide just reasons and not do mere formality qua the same.

4.52. The present case is a glaring illustration of GETCO employing hyper-technical approach vis-à-vis procedure(s) in order to reject Stage-II Connectivity Application of the Petitioner.

4.53. In addition to the aforesaid, GETCO in its Reply alleges that the Petitioner has approached the Commission in a belated manner, only in July 2025, despite the rejection of the Stage II Connectivity Application on 01.03.2025, is wholly misleading and a deliberate attempt on behalf of GETCO to side step from the main lis involved. It needs to be appreciated that the Petitioner, immediately after its connectivity rejection, continued to engage with GETCO in good-faith, seeking to clarify and resolve the purported issues relating to the documents submitted. In fact, the Petitioner chose not to rush to the Commission without undertaking a comprehensive effort to resolve the issues

amicably because the same were neither grave nor incurable in nature.

The Petitioner ought not be faulted for the steps taken in this regard.

4.54. It is only upon receiving no meaningful response from GETCO that the Petitioner, left with no other recourse, was constrained to approach this Commission. Therefore, the present Petition is not barred by delay or laches, and the contention of GETCO in this regard is liable to be rejected outright. Even otherwise, while granting interim protection vide order dated 10.09.2025, the Commission examined the three tests of interim relief and subsequent thereto, decided the protection in favour of the Petitioner since vacated vide order dated 19.09.2325).

4.55. In the context of this case, GETCO deliberately chose to remain silent on the predicament of the Petitioner and did not purposely respond to the communications dated 04.03.2025 and 10.07.2025. It also deliberately chose not to further allot connectivity to some other RE Developer till the subject Petition was filed in the month of July 2025 and thereafter, as there was interim protection granted by this Commission.

4.56. As such, the issue of delay cannot be fastened on the Petitioner. In any event, delay needs to be examined objectively and not in a capricious manner. It is not the case of GETCO that the Petitioner slept post rejection of its Application. GETCO also cannot cry wolf before the

Commission alleging non-allocation of connectivity to some other RE Developer due to alleged delay. Also, after the hearing of 31.07.2025, GETCO chose to file its Reply only on 17.09.2025 before the Commission. Therefore, the willingness to culminate the subject proceedings is also absent so far as GETCO is concerned. Against the mandate of two weeks, GETCO complied after almost six weeks.

4.57. At this juncture, the Petitioner places reliance upon the settled legal principle of doctrine of substantial compliance, which has to be factored in the facts and circumstances of the present case. The doctrine of substantial compliance is a legal principle that allows a party to have met the essential purpose of a legal requirement, even if there was a minor or inconsequential failure in fully adhering to every technical detail. This doctrine serves to prevent hardship and injustice that could arise from strict adherence to minor formalities when the substance or essence of a law has been achieved.

4.58. It is submitted that the crux of the above doctrine of substantial compliance is to focus on Substance, Not Form. The core idea is to look beyond the literal words or minor technicalities to determine if the overall intent and spirit of the law were fulfilled. The application of the doctrine is at the discretion of the Hon'ble Courts, which considers the specific facts and circumstances of each case. This doctrine is a tool to

avoid situations where party could lose a case or claim due to a minor, unintentional, or inconsequential flaw in procedure.

4.59. The doctrine of substantial compliance is generally applied to procedural or directory requirements that are not critical to the fundamental object of the law. While it cannot excuse non-compliance with provisions that are mandatory or of the “essence” of the law, but where the court finds that there has largely been a compliance with overall intent and spirit of the law, and that there is a ministerial compliance is left, then the benefit has to be granted to the party who has achieved such substantial compliance. For the purpose of applying the doctrine of substantial compliance, the Hon'ble Courts have to undertake the following:

- a. The Hon'ble Court has to first determine the legal requirement or provision in question;
- b. The Hon'ble Court then assesses whether the party achieved the essential purpose or substance of the requirement;
- c. The Hon'ble Court then evaluates the nature of the deviation, i.e., if it was a minor, technical, or inconsequential flaw, or if it fundamentally undermined the law's purpose; and

d. Thereafter, the Hon'ble Court applies the above Doctrine in the event it is found that the if the deviation is minor and the substance of the law was fulfilled, for excusing the non-compliance of the ministerial formality.

4.60. In the above context, reliance is also being placed to the judgment of the Hon'ble Supreme Court in *Central Excise v Hari Chand Shri Gopal and Ors.* reported in (2011) 1 SCC 236, wherein the Apex Court dealt in detail the doctrine of substantial compliance.

4.61. It is submitted that in a case where a person has substantially complied with the requirements under law, and even then, if the said person is penalised, then the same would amount to absurdity in terms of the aforementioned Connectivity procedure. It is settled law that courts ought to take an interpretation that a construction of statutory provisions which lead to absurdity, has to be avoided. In this regard, the following judgments become relevant:

- a. *LT.-Col. Prithi Pal Singh Bedi v. Union of India* reported in (1982) 3 SCC 140 [Para 8]; and
- b. *Sate of Jharkhand v. Tata Steel Limited & Ors.*, reported in (2016) 11 SCC 147 [Para 25].

4.62. Therefore, in terms of the aforesaid judicial dicta, it can be clearly established that the Petitioner has substantially complied with the relevant information/ documents with respect to the Stage-II Application. Without prejudice, in the event if any further miniscule discrepancy qua the above remain, the same ought to have been raised by GETCO rather than proceeding to illegally and arbitrarily reject the Stage-II Connectivity Application.

4.63. Ultimately, the Petitioner seeks to submit the following two-fold issues:

- A. The Application for interim relief prayed for by the Petitioner is pending and not yet rejected or disposed;
- B. Therefore, upon culmination of arguments, the Petitioner urges Commission to grant interim protection of status-quo of the Connectivity till the time of issuance of a final verdict or an appropriate order thereto.

4.64. As such, the premise on which the interim protection was vacated (without any appropriate application under law) stands satisfied, clarified and satiated by the Petitioner. Therefore, the circumstance warrants continuation of the earlier interim protection granted;

4.65. It is submitted that the Commission ought to consider that hyper-technical approach of GETCO qua procedural compliance under Detailed Procedure shall not serve any fruitful purpose. The Petitioner intends to infuse substantial capital would otherwise face commercial hardship without any fault or reason. This is without prejudice to the fact that the Petitioner has complied with all procedures in letter and spirit and without prejudice, if any material discrepancy exists, then the same can be cured on the part of the Petitioner if informed suitably by GETCO.

4.66. Thus, in light of the aforesaid submissions, the reply filed by GETCO ought to be rejected by the Commission and the prayers as prayed for by the Petitioner in the main Petition ought to be granted by the Commission and thereby quashing/ setting-aside of the email dated 14.02.2025 and the letter dated 01.03.2025 issued by GETCO.

5. The matter was heard on 19.09.2025. During the hearing, the Counsel for the Respondent GETCO raised a preliminary objection of locus standi. It was argued that the Petition was not maintainable since the Stage-II connectivity application was filed by Suzlon Global Services Limited whereas the Petition was filed by Suzlon Energy Limited. Both are distinct companies. Therefore, Suzlon Energy Limited is not an aggrieved party and has no cause of action. GETCO raised a preliminary

objection of locus standi, pointing out that the application was made by Suzlon Global Services Limited and not by the Suzlon Energy Limited whereas the Counsel for the Petitioner failed to respond satisfactorily on the locus standi issue. Instead, he pressed for continuation of the interim status quo order issued on 10.09.2025, claiming that otherwise connectivity would be given to another applicant. When asked why the Petition was filed only in July 2025 after cancellation in March 2025, no clear response was provided. Upon the hearing of both the parties, the Commission observed that both the Petition and the IA were filed by Suzlon Energy Limited and affidavits signed accordingly. The cause title mentioning "Suzlon Energy Limited through Suzlon Global Services Limited was misleading. The Commission held that the Petitioner misled the forum and obtained stay orders without establishing locus standi. Since locus standi is a basic requirement, the Commission decided not to continue the earlier stay. The Commission also noted that connectivity had already been cancelled in March 2025, but the Petition was filed belatedly in July 2025. Despite the late filing, status quo was granted earlier in July hearings. Now, with GETCO's reply on record, the Petitioner still sought more time. Given the delay, lack of locus standi, and inability to justify its claim, the Commission decided

that no discretionary protection can be given. Accordingly, the earlier interim status quo was vacated with immediate effect.

6. Thereafter, the matter was heard on 22.09.2025. During the hearing, Ld. Sr. Counsel Mr. Sanjanwala appearing on behalf of the Petitioner, referred to earlier Daily Order dated 20.09.2025 of the Commission, where Commission had vacated interim status quo. He clarified that Suzlon Energy Limited and Suzlon Global Services Limited are not separate entities since the latter has merged with the former. He also produced NCLT Order dated 08.05.2025 approving amalgamation of Suzlon Global Services Limited (Transferor) with Suzlon Energy Limited (Transferee) effective from 15.08.2024 and argued that after merger, all correspondence and applications are by Suzlon Energy Limited and GETCO was aware of this. He also referred to Clauses 5.2.2 and 5.2.5 of the Scheme of Amalgamation which transfer contracts, approvals, licenses, and benefits of Suzlon Global Services Limited to Suzlon Energy Limited and submitted that the Respondent GETCO should have recognized Suzlon Energy Limited as rightful entity for connectivity and the Petitioner argued that there was no intention to mislead Commission and GETCO never objected earlier when communications came from Suzlon Energy Limited and based on it, the Sr. Counsel for Petitioner requested restoration of status quo and one

week to file rejoinder. Whereas, the Counsel for GETCO while opposing the restoration, has argued that there was no mention of amalgamation in original Petition and status quo was already vacated. Connectivity must be allocated to new applicants, and further protection would harm others in queue. He also denied prior knowledge of amalgamation of Suzlon Energy Limited and Suzlon Global Services Limited. The Commission vide Daily Order dated 23.09.2025 has noted the Petitioner failed to provide amalgamation documents at filing stage and the present Petition filed belatedly on 14.07.2025 by the Petitioner, though cancellation was on 01.03.2025. The Commission recalled that interim limited status quo was only against reallocation of cancelled capacity, not other reliefs. It was recorded that on 19.09.2025, Petitioner's counsel could not clarify locus standi and the Commission has vacated interim relief, noting delay and locus standi issues. It was further noted that on 22.09.2025, the Petitioner has produced NCLT Order showing merger but rejoinder not yet filed and Connectivity capacity remains stranded since March 2025 and therefore, the Commission decided that the request of the Petitioner to restore status quo cannot be accepted due to delay and locus standi concerned and thereby allowed the Petitioner to file rejoinder by 25.09.2025.

7. Thereafter, the matter was finally heard on 26.09.2025.

8. Heard the parties at length.

9. **Arguments of the Petitioner:**

9.1. Ld. Sr. Adv. Mr. Rashesh Sanjanwala appearing on behalf of the Petitioner submitted that the arguments are two-fold, one is for Procedural and another is substantial aspect in the matter. On procedure part it is submitted that the Petitioner applied before the Respondent/ GETCO for grant of Stage-I Connectivity *qua* 50 MW under the provisions of '*Procedure for Grant of Connectivity to Projects Based on Renewable Energy Sources to Intra-State Transmission System*' (Connectivity Procedure 2023) issued by the Commission on 07.01.2023. However, due to the non-availability of 50 MW quantum in transmission corridor, as otherwise envisioned by the Petitioner's Project, GETCO on 05.08.2024 has accorded the approval for Stage-I Connectivity *qua* evacuation of only 35 MW Wind Power (out of 50 MW) to 66 kV Nadadhri sub-station of Respondent GETCO under captive mode.

9.2. It is further submitted that upon grant of Stage-I Connectivity, the grantee is required to submit an application within a period of six months after the issuance of Stage-I connectivity by Respondent GETCO, for further grant of Stage-II Connectivity. This is an essential

condition which if not complied results in revocation/ cancellation of Stage-I connectivity. Admittedly, the Petitioner on 29.01.2025 has applied for the Stage-II Connectivity within the stipulated period of six months along with all necessary and requisite documents.

- 9.3. It is further submitted that pursuant to the Stage-II application the Respondent GETCO on 14.02.2025 issued the impugned email which laid down certain extraneous condition after issuing Stage I connectivity to the Petitioner for consideration and grant of such connectivity. Fundamentally, this aspect acts as the fulcrum of the case presented before this Commission. The email dated 14.02.2025 specifically directed the Petitioner to inform GETCO about the consumer number of the drawee user(s) who shall off take the power on company letter-head signed by authorized signatory to the application. The email further stated that any query related to BG shall be intimated separately. Further, the Petitioner was also threatened with cancellation/ revocation of its connectivity in case the said information was not provided within one week time. The legal anguish and grievance which follows from this fact that imposition of the said condition and the information sought is nowhere statutorily provided as a basis for grant of Stage-II connectivity. However, the Petitioner responded to this email of the Respondent on 21.02.2025.

9.4. It is further submitted that the impugned action(s) of GETCO and the condition so imposed upon the Petitioner is without genesis and alien to the framework of Connectivity Procedure 2023, as promulgated by this Commission. The Petitioner was required to file a notarised undertaking about the assets ownership and funding details of the equipment costs Rs. 195.50 crores.

9.5. In response to the requirement of submitting the notarised undertaking the Petitioner initially submitted the requisite Financial Undertaking dated 28.01.2025 which explicitly and unambiguously provided the total project construction cost amounts to Rs. 55.59 Crores excluding GST. This Undertaking is duly notarized and submitted well within the prescribed timeline along with the Stage-II Application. The Petitioner apart from the cost of Rs. 55.59 Crores excluding GST as intimated earlier vide the Financial Undertaking, also informed that an amount of Rs. 195.50 Crores would be raised from potential customers in the future under the head 'Customer Scope'. It is further submitted that once the Petitioner have declared to be a RE developer, the Respondent cannot expect from the Petitioner to identify the consumer/ customer today and provide those details. Therefore, the total project cost is bifurcated into two parts. With regard to query to provide the consumer number, it was mentioned that the clause number 11.3 of the GERC

Order implies for development of RE project. The RE developer takes connectivity from GETCO with an intent to allocate / transfer and assign to individual RE projects to the identified entities on receipt of DP/TP. It is not stated in the Order for submission of consumer numbers while applying for Stage -II connectivity.

- 9.6. In response, the Petitioner vide its letter dated 21.02.2025 addressed all the abovementioned queries of GETCO and provided with all the supporting and necessary documents establishing its bonafide intention in order to acquire the Stage II Connectivity. If the Respondent still had any issues with the reply and then the procedure, which is prescribed in the Detailed Procedure, will have to be followed.
- 9.7. It is further submitted that even after fulfilling all the requirements *qua* the queries raised by GETCO, GETCO vide its letter dated 01.03.2025 rejected the Stage II Connectivity Application of the Petitioner on the ground that the Petitioner did not submit the required documents as per Clauses 4.5 and 8.2.2 of the Connectivity Procedure 2023, without any further query. The Respondent simply said that required documents as per Clauses 4.5 and 8.2.2 of GERC Approved Procedure not provided. The Respondent raised multiple issue, which the Petitioner have given clear categorical replies. If the Respondent does not agree with any answer which is given by the Petitioner, there ought

to have a further demand, query or communication. Instead of all these, the Respondent straightaway rejected the application. The reason for such rejection as per Respondent is Clauses 4.5 and 8.2.2 of the approved procedure.

- 9.8. He further referred to the letter dated 24.02.2025 of the Petitioner and submitted that the Petitioner had submitted the hard copies of digitally signed CA certificates as indicated in Respondent's email for query of Stage II connectivity.
- 9.9. He referred to the letter dated 03.03.2025 stating that the author or the person who wrote this letter was not aware about such rejection. He further referred letter dated 03.03.2025 after rejection of the connectivity of the Petitioner and submitted that in the said letter, the Petitioner has referred to the email received from the Respondent GETCO dated 19.02.2025 regarding the queries in Stage – II application of Suzlon Global Services Limited – Wind, 35 MW at 66 kV Nadadhri S/S for the purpose of Captive submitted on PUSHHP portal during the month of January – 2025 and compliance required at Respondent's end. He further submitted that regarding the stamp paper queries of the Respondent, the Petitioner has submitted original stamp paper through the said letter dated 03.03.2025 and submitted the integral part of bank

Guarantee No. 0548NDDG00134525 dated 30.12.2024 submitted to the Respondent GETCO for Stage II connectivity.

9.10. He further referred to the letter dated 04.03.2025, and submitted that the Petitioner has dealt with the grounds of rejection under the Clauses 4.5 and 8.2.2 and replied accordingly.

9.11. He further referred to its letter dated 13.03.2025 addressed to the Additional Chief Secretary, the letter dated 10.07.2025 addressed to CE GETCO and the communication addressed by Indian Wind Energy Association on 12.06.2025 to show that how the termination procedure followed by the Respondent.

9.12. It is further submitted that the Respondent issued a communication on 14.02.2025 which is a letter of queries and not even the notice. He submitted that this is a larger issue which arises because there must be some procedure which needs to be laid down and this is not the manner in which the Respondent can be permitted to act. The present conduct of the Respondent unilaterally terminating the connectivity which is arbitrary. He submitted that post 01.03.2025, all the communications of the Petitioner remained unanswered.

9.13. He further referred to the Procedure for “Grant of Connectivity to Projects based on Renewable Energy Sources to Intra-State

Transmission System” and submitted that the Respondent should follow the said procedure. Regulation 6 of the said procedure defines that the application for Stage I connectivity in case of Intra-State Transmission network shall be made in the prescribed Format -2. Thereafter, under Regulation 8 of the said procedure, the applicant is required to file the application for Stage II connectivity in Format -3 and it also describes about the eligibility for Stage II connectivity. The Petitioner has complied with the requirements of Regulation 8.2.1 of the said Procedure.

9.14. On the issue raised by the Respondent regarding financial Closure / Comfort, it is submitted that the Petitioner has duly submitted the Financial Comfort Letter within the prescribed timelines along with the requisite Financial Undertaking. Such timely compliance shows adherence to procedural requirements by the Petitioner and negates any assertion of delay or non-compliance. The Auditor’s certificate dated 22.02.2025 is already submitted with the notarised copy of the submissions to the Respondent. It is further submitted that under Regulation 8.2.2 the entity who has already applied for Stage – I connectivity or is a grantee of Stage – I connectivity or is applying Stage – I connectivity and Stage – II connectivity simultaneously and is not

covered under para 8.2.1 has achieved the milestones as prescribed under the said procedure.

9.15. He further referred to Regulation 9 of the said procedure and submitted about the process for Grant of Stage – II connectivity and it is mentioned that STU while processing the application for Stage – II connectivity may seek such clarifications, additional information, confirmation, as may be required based on such clarification decision of STU shall be final. If there is any dispute between the parties, then Clause 16 of the procedure shall be applicable. All differences and admitted disputes between the parties arising out of or in connection with this procedure shall be mutually discussed and amicably resolved within 90 days. Once the Respondent decide on 01.03.2025, there is a 90 day period within which there has to be an attempt to amicably resolve. In the event that the parties are unable to resolve any dispute/ controversy the same shall be dealt with as per the provisions of the Electricity Act and the Commission shall adjudicate such dispute under Section 86, and if required, may refer the same to arbitration. The Respondent was required to seek the clarification and after such clarification the decision should be taken. It is further submitted that if the Respondent has some objections than the deliberations should have been done but on 01.03.2025 the Respondent rejected than there should be

deliberations. Under Regulations 9.3, it should be decided and power to decide the matter is with the Respondent. He further submitted that the interplay between the Clause 9.3 and Clause 16.1, it is a matter of concern as the Clause 9.3 calls for a decision by Respondent and the Clause 16.1 says that all difference and admitted disputes shall be resolved by mutual discussion within 90 days. So the matter of concern is whether this 90 day period should precede the decision under the Clause 9.3 or should be post a decision under the Clause 9.3? Because, ultimately, these are the clauses which are going to decide whether the application should be granted or should be rejected for all the issue which the Respondent have raised.

9.16. He further submitted that before rejection, the Respondent GETCO had to apply Regulation 16.1 which was required to be exercised otherwise it would be post-facto procedure because decision is already taken under Clause 9. If this is the interpretation then it would be in harmony with the basic fundamental requirement of principles of natural justice. It is further submitted that after the Stage – I connectivity was granted, and the Petitioner has started acting for Stage – II connectivity with huge investments. There is a time gap between Stage I and Stage II connectivity. So the Petitioner acted to his prejudice based on Stage I connectivity which is granted. Once the Petitioner has acted to his

prejudice, the Respondent can't do anything which has civil consequences. The Respondent GETCO should not have rejected the Stage – II approval and could have deliberated the matter with the Petitioner if there is non-compliance. These are settled legal principles. The activity of the project developer centres around the Sub-station connectivity. Because acquisition and identification of land, setting up of infrastructure, everything centres around the Sub-station connectivity. So if the Respondent want to terminate at a stretch the Stage I connectivity and not grant Stage II connectivity then the procedure must be such that the Petitioner should get a fair opportunity and that is what the Commission have contemplated in Clause 16.1. He submitted that the Clause 9.3 read with the Clause 16.1 call for a deliberation, mutual discussion, an attempt to amicably resolve, followed by a decision. He submitted that the decision taken on 01.03.2025 is seriously in breach of the procedural requirements and generally in breach of principles of natural justice. He submitted that a fair opportunity was required to be given by the Respondent before cancellation.

9.17. He further referred to the letter dated 01.03.2025 and stated that this letter do not explain much with regard to detailed reason of cancellation of connectivity but now through reply to the Petition the Respondent

have further elaborated the issues which weighed by the Respondent. If all the reasons the Respondents given in the affidavit were in the mind of Respondent, they should have called the Petitioner and got clarifications. He further referred to the para No. 19 of the Reply wherein the Respondent has contended that application was not complete and did not fulfil the requirements of the Detailed Procedure and therefore were not eligible for consideration for any grant of Connectivity.

9.18. He further referred to the Regulation 8.2.2 of the procedure and submitted that the word 'financial institution' is missing in the letter. If the Petitioner has rendered any financial assistance then it would be applicable but if there is self-finance then what is the procedure and how would the Petitioner provide the financial comfort. How can the financial comfort come under the purview of the Respondent GETCO. Whether each and everything about the financial health needs to be disclosed? It is not within the domain of the Respondent to inquire into the financials of the Petitioner when the Respondent is deciding about Stage II connectivity.

9.19. He further submitted that the second reason which is given is non-identification of captive users. Refereeing Clause 4.5 of the approved

procedure, he submitted that transferability is permitted subject to declaration of intent in the connectivity application.

9.20. It is further submitted that applying the judicial principles to the facts and circumstances of the present case, the Respondent GETCO acted beyond its powers vested under the Connectivity Procedure and started imposing conditions which are nowhere stipulated under the said Procedure *vis-à-vis* consumer number of captive consumers. It is further submitted that there is nowhere in the Detailed Procedure, or in the Order dated 21.09.2024 passed by this Commission in Petition No. 2377 of 2024, there is any stipulation requiring the Applicant to identify captive users or consumers/ off-takers at the time of submitting the Stage II Connectivity Application.

9.21. On the issue raised by the Respondent for non-identification of captive users, it is submitted that the Commission has already added a proviso in "Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System" which describes that when the RE developer develops the RE projects in aggregate, the connectivity to the grid taken by the developer with intent to allocate transfer assign to individual RE projects to identified entities such arrangement between RE developer and the RE projects shall not be in breach of the above and the connectivity so taken by RE developers shall also be deemed to be

on behalf of the RE projects also. So still, argument remains that where is the requirement that at the stage of Stage II connectivity, the users will have to be identified? It is submitted that the above stated proviso simply states that such arrangement between RE developer and the RE projects shall not be in breach of the above. So RE developer's arrangement with its customer and end user will confirm to the requirements. It shall not be in breach of the above and the connectivity so taken by RE developer shall also be deemed to be on behalf of the RE projects also. So when one takes a connectivity declaring that he is RE developer, it is clearly intended in the said Order that it is deemed to be on behalf of RE projects also and added a rider that such RE projects shall not be in breach of the above. So two things which emerge that as and when one identifies and gets into an arrangement with a consumer that arrangement shall not be in breach of the above and for the purpose of that arrangement, it shall be deemed that the permission which is obtained i.e. Stage II connectivity, shall also be deemed to be on behalf of RE projects also. Therefore, the point which would ultimately have to be considered is that at what stage do one need to identify captive users? Whether one needs to identify before getting Stage II connectivity? He submitted that there cannot be such intention. He argued that it is contemplated by the proviso that when it is declared under any scheme

in the application that he is developing for the RE projects. Once he gets the Stage II connectivity, he will actually develop it. Post such development, the RE projects would come into play. Such RE projects will have to confirm with the requirements of this procedure and RE developer's arrangement with the RE projects shall not be in breach of the above and the connectivity so taken shall also be on behalf of the RE projects. So when a deeming provision is provided for, it comes at the stage post grant of connectivity otherwise there is no need for providing the deeming fiction. He submitted that the deeming fiction is provided for because on the day on which the connectivity is granted, there are no RE project clearly identified otherwise the connectivity which is granted at the stage of Stage II once identified projects are declared , then the connectivity will refer to those projects and there is no scope for a deeming fiction. If Respondent's contention is taken then every person who comes as RE developer will have to first of all, enter into agreements with the prospective users of this facility which is setting up, disclose to them who those users are and obtain the permission which will encompass a permission in favour of those users also. Then there is no need for a deeming fiction. Therefore, Order of the Commission states that any arrangement between RE developer and RE

projects have to confirm the above and by deeming fiction any connectivity granted is deemed to be granted to the RE projects also.

9.22. It is further submitted that it is impossible for any developer to identify the projects in advance. He argued that the assumption that the Petitioner/ Applicant should furnish such information at that juncture is both unreasonable and divorced from practical realities. Such a demand, therefore, not only lacks legal procedural backing but also violates the principle of impossibility of performance.

9.23. He further referred to the third requirement of the Respondent of providing the Bank Guarantee and submitted that with respect to Clause 8.2.2 of the said Procedure, the Petitioner already submitted all the documents *vis-à-vis* Bank Guarantees, Lease Agreements, Title Reports, Ownership Structure, etc., and the same is also evidenced from the Petitioner' letters dated 21.02.2025 and 04.03.2025. However, GETCO despite being in knowledge of the said documents proceeded to arbitrarily reject/ cancel the connectivity of the Petitioner. If there was any problems with the documents, then the Respondent had to raise the issue at that point of time. On 03.03.2025 when the letter was addressed to the Chief Engineer (R&C) wherein it was clarified and informed that the Bank Guarantee was already provided on 30.12.2024 and stamp paper duly notarised was provided to the Respondent.

9.24. On the issue of discrepancies with respect to land documents submitted by the Petitioner along with the Stage-II Application as the land document and the title report was in the name of a different company viz., Suzlon Gujarat Wind Park Pvt. Limited, it is submitted that the allegation of GETCO is unwarranted in the context of this case. In this regard, the following submissions would counter the allegations in the following manner as the title deed submitted along with Stage-II Connectivity Application as per Clause 8.2.2 of the Detailed Procedure is in the name of Suzlon Gujarat Wind Park Pvt. Limited. That, Suzlon Gujarat Wind Park Pvt. Limited was duly demerged into Suzlon Global Services Limited (the Stage-II Connectivity Applicant) pursuant to the Scheme of Arrangement sanctioned by the National Company Law Tribunal, Ahmedabad Bench vide its Order dated 28.09.2022. He further referred to the Shareholding pattern shown in the Equity Shareholding Pattern Certificate as on 31.03.2024 of Suzlon Gujarat Wind Park Limited having CIN No. U40108GJ2004PLC044409 that the Body Corporates which is Suzlon Global Services Limited which is a wholly owned subsidiary having its shareholding is 100% held by Suzlon Gujarat Wind Park Limited. The lease documents of land are obtained in the name of the subsidiary company. Thereafter, the holding company got merged with the present Petitioner i.e., Suzlon

Energy Limited. Hence the present Petitioner is entitled for such claim and as far as the land documents are concerned, the Petitioner has met with the requirements.

9.25. He further referred to the net worth certificate dated 22.02.2025 issued by the Practising Chartered Accountant for Suzlon Global Services Limited having net worth of Rs. 980.18 crores as on 31.12.2024 and the current project cost is around Rs. 250 crores. This is enough to explain anybody about the financial health of the RE Project developer. Just because there are no identified consumers / users that the Respondent is demanding cannot be a basis of rejection of connectivity.

9.26. It is also submitted that if at this stage any entity including the Petitioner applies for the connectivity than the applying entity would be required to submit all such documents which the present Petitioner has already submitted to the Respondent.

10. Arguments of the Respondent:

10.1 Ld. Adv. Mr. Aneesh Bajaj appearing on behalf of the Respondent GETCO referred to the Regulations 9.2 and 9.3 of the Detailed Procedure, 2023 and submitted that it allows GETCO to intimate the deficiency in the application for Stage II connectivity and permit GETCO to seek any clarification, additional information, confirmation, etc.

10.2 He further referred to the Regulation 16.1 which is for Resolution of disputes admitted by both the parties. He further submitted that in the present case, there is no such admitted dispute. The Procedure is amply clear on that aspect of requirement of various documents and declaration about identified entities. In the absence of any admitted disputes, the Clause 16 do not come into play and submitted that all the disputes and differences between the parties arising out of or in connection with this procedure shall be mutually discussed and amicably resolved within 90 days-time and if the parties are unable to reach to resolve the dispute then they need to approach the Commission to adjudicate such dispute under Section 86 of the Electricity Act, 2003.

10.3 He further submitted that as per the Detailed Procedure, the Respondent vide its email dated 14.02.2025 had intimated the Petitioner and sought Consumer Number for all drawee user(s) who shall offtake the RE Power from the Petitioner. This request of GETCO was in pursuance of the Order dated 21.09.2024 of this Commission in Petition No. 2377 of 2024. It is further submitted that the Commission vide the said Order, has amended Clause 4.5 of the Detailed Procedure, 2023 and in the said Clause, it is contemplated about the transfer or

assignment of the Project/RE Power to “identified entities” which was not done.

10.4 On the argument of Bank Guarantee raised by the Petitioner, the Respondent submitted that there is a requirement of submission of Bank Guarantee by the Applicant at stage of application itself. GETCO vide email dated 19.02.2025 had raised the issue on the Stamp Paper of the Bank Guarantee submitted. The original stamp paper for the bank guarantee was obtained only on 24.02.2025 and submitted vide Letter dated 03.03.2025. Firstly, the submission of the bank guarantee was itself after the rejection on 01.03.2025 and even otherwise, the period for processing of application was already over by the time the original stamp paper was submitted.

10.5 On the aspect comfort letter/ financial closer letter by financial institutions, he submitted that if the project is self-finance than submission of financial comfort letter is the requirements of the approved procedure. The argument advanced by Ld. Counsel of the Petitioner that certain amount of the project falls under customer scope cannot be accepted. Because delay due to project developer on the aspect of non-funding by the customers and there by delay in financial closer of the project results into stranding of important resource of the State. It is submitted that it is in interest of RE projects as well as

consumers that connectivity is only given to developers who intend to set up the project in time and without providing for opportunity of seeking extension of time to set up the transmission facilities. Suzlon Global Services Limited itself has sought extension of time on basis of claims of delays in investments in another Petition No. 2417 of 2024 (Suzlon Global Services Limited V/s. GETCO & Ors.). The Respondent GETCO has opposed the same, it is clear that this same issue may arise even in this case. Further, in terms of the amendment to the Connectivity Procedure, 2023, the RE developer, under any scheme declared in the application, developing the project, with an intent to allocate, transfer or assign individual RE projects is to identify the entities to which seek to offtake the RE power. Admittedly, Suzlon Global Services Limited has failed to identify any consumer and has also failed to provide the financial closure/comfort for the total project cost of the project.

10.6 On the issue of Financial Closure/comfort, it is submitted that the Petitioner Suzlon Global Services Limited failed to provide financial comfort or achieve financial closure for the total project cost of the project to be allegedly developed by the Suzlon Global Services Limited. There is a specific requirement under Clause 8.2.2 to provide financial comfort/financial closure which was not provided. Suzlon Global

Services Limited provided the undertaking only in respect of 65.59 Crores out of the total project cost of Rs. 251.09 Crores.

10.7 On the argument of land issues raised by the Petitioner, it is submitted that Suzlon Global Services Limited had not submitted valid documents of the land at the time of application and deficiency was raised. Even otherwise, the land documents and title reports was in the name of a different company and not in the name of the applicant for the Stage II Connectivity, which is contrary to the requirements of Detailed Procedure specifically recognised that the same is to be in the name of Applicant.

10.8 He further submitted that the Petitioner placed no explanation along with its application for the land documents being in a different name. Therefore, the intention was clearly to confuse GETCO and hope that the defect would not be noticed the title reports submitted clearly show that the land documents is in name of another entity. In fact, on 28.01.2025, the title report referred to land in the name of Suzlon Gujarat Wind Park Limited and the said application was filed on 29.01.2025. When even in January 2025, the lease was in name of Suzlon Gujarat Wind Park Limited, whereas the application was filed in name of Suzlon Global Services Limited, these are clearly two different entities even at the time of the application. The alleged claim of

merger/demerger is not correct. He further submitted that NCLT Order was passed on 28.09.2022 wherein the scheme of arrangement was approved. When the application was filed, the Petitioner was well aware of the facts of demerger between the parties.

10.9 He further submitted that the Petitioner Suzlon Global Services Limited cannot be granted connectivity and allowed to block to the connectivity for a period of at least 12 months when it does not have the finances to develop the project. Suzlon Global Services Limited cannot claim that it would get financing after it identifies the consumers. The entire purpose of requirement of financing is lost if only small percentage of project cost is to be financed. There are only two options under Format 7 of the Detailed Procedure – loan from financial institution or equity/funding from the applicant or parent company. Admittedly, there is no such option submitted by the Applicant Suzlon Global for the significant portion of the project cost. Suzlon Global had only provided financial comfort of Rs. 65.59 Crores and the same is also a financial comfort letter of the company itself. The said letter also states that the Company has only 50% of the land for the project.

10.10 He also submitted that letter dated 05.08.2024 of the Respondent for Stage – I connectivity for evacuation for 50 MW (Wind) at GETCO 66 kV Nadadhri line, made clear that the grant of Stage I connectivity shall not

create any rights of physical connectivity/ bay reservation, etc. in favour of the grantee on Intra-State transmission system. Also, provided that the Stage – I connectivity gets completely booked by Stage – II grantee /s, the person who has obtained Stage I connectivity shall lose the earlier granted Stage – I connectivity and has to apply afresh for Stage – I connectivity with the location available on Respondent GETCO's website. Hence, the grant of Stage I connectivity does not provide for any rights conferred on the Petitioner.

10.11 Referring to the Practising Chartered Accountant's certificate provided by the Petitioner, he submitted that the CA has certified the net worth of Rs. 980.18 as on 31.12.2024 of Suzlon Global Services Limited and not of the Petitioner Suzlon Energy Limited. The said certificate was provided at later stage of application.

10.12 He further submitted that in interest of RE projects as well as consumers that connectivity is only given to developers who intend to set up the project in time and without the providing for opportunity of seeking extension of time to set up the transmission facilities. Suzlon Global Services Limited itself has sought extension of time on basis of claims of delays in investments in the Petition No. 2417 of 2024. While GETCO has opposed the same, it is clear that this same issue may arise even in this case.

10.13 He further submitted that pursuant to the Daily Order of the Commission dated 20.09.2025 as the Commission vacated the stay, the Respondent GETCO has opened the availability of connectivity on its website. One of the Applicant Cleanmax Vayu has applied for the said connectivity, the said application could be decided by the Respondent GETCO at any point of time.

10.14 In response to the argument of the Petitioner regarding allegation that GETCO abusing its position is wholly erroneous and without any substantial basis, GETCO being STU is bound by the Detailed Procedure and has to ensure that the applications meet the requirements. There is no abuse of position in such consideration. The Petitioner has made such vague allegations to hide its own deficiencies. GETCO had issued the deficiency letters and on failure of the Applicant to provide all necessary documents, has rejected the application. It is not clear that how GETCO processing the applications as per Detailed Procedure is any such pattern of abuse.

10.15 He submitted that the arguments made by the Petitioner that once the Petitioner has substantially complied with the requirements laid down in the Detailed Procedure, the Respondent could have given an opportunity and could have deliberated with the Petitioner for

compliance of further requirement, if any. On this contention of the Petitioner, Ld. Adv. for the Respondent submitted that the Respondent is acting as per provisions of Detailed Procedure approved by the Commission which is statutory in nature and therefore, the principle of substantial compliances sought to by Petitioner is not applicable in facts of the present case. In support of this, he relied upon the judgement dated 03.06.2016 of the Hon'ble APTEL in Appeal No. 97of 2016 & IA No. 241 of 2016, 242 of 2016 & 270 of 2016 in case of the Talwandi Sabo Power Limited Vs. Punjab State Power Corporation Limited & Ors., which is also upheld by the Hon'ble Supreme Court. He further stated that the Petitioner having any issue regarding Approved Procedure and Order of the Commission which driving the facts of the present case then the same cannot be challenged by way of present proceedings.

10.16 He invited the attention of the Commission that on 30.06.2025, another RE developer, M/s Cleanmax submitted its application for grant of 26.4 MW connectivity and have proceeded with the process of the said application for connectivity.

10.17 He submitted that there is no application filed for interim relief by the Petitioner hence at this stage the said prayer may not be considered by the Commission. The Petitioner has to file separate IA seeking interim relief if it desires so.

11. We have carefully considered the submissions made by both the parties. We note that the present Petition has been filed by the Petitioner for quashing/setting aside the email dated 14.02.2025 and the letter dated 01.03.2025 issued by GETCO allegedly thereby illegally rejecting Stage-II connectivity application of the Petitioner qua the infrastructure being developed by it for evacuation of power from its 35 MW Wind Power Project to GETCO's 66 KV Nadadhri Sub-station for extraneous reasons untenable in the eyes of law.

11.1. The Petitioner has contended that it complied with Clauses 4.5 and 8.2.2 of the Connectivity Procedure 2023, having furnished requisite documents including land lease agreements, bank guarantee, and financial comfort letters. It has submitted that GETCO acted without jurisdiction by imposing an extraneous condition of disclosure of consumer numbers, which is alien to the Procedure and contrary to this Commission's Order dated 21.09.2024 in Petition No. 2377 of 2024. The Petitioner also invoked the principle of deeming fiction, submitting that as a RE Park Developer, connectivity once granted should be deemed to extend to constituent projects. Further, it is urged that disclosure of consumer numbers at the connectivity stage is an impossible

performance, since such information crystallizes only after development of infrastructure and synchronization.

11.2. The Respondent GETCO, on the other hand, raised preliminary objection regarding the locus standi, arguing that the application for Stage-II connectivity was filed by Suzlon Global Services Limited whereas the Petition is filed by Suzlon Energy Limited as both distinct legal entities. On merits, GETCO has asserted that the Petitioner's application suffered from substantial deficiencies: (i) financial comfort was provided only for a fraction of the total project cost, (ii) land documents were not in the name of the Applicant, and (iii) bank guarantee was defective and submitted belated. GETCO further relied on the amendment to Clause 4.5 introduced by the Commission in its Order dated 21.09.2024 in Petition No. 2377 of 2024, wherein a RE Developer was required to declare the scheme and "identified entities" at the time of application only, in order to prevent speculative hoarding of scarce transmission corridor capacity. GETCO contends that its requirement to disclose consumer details flowed from this mandate and cannot be termed extraneous.

11.3. Now we deal with the issue of extraneous conditions. We note that Clause 8.2.2 of the Procedure prescribes conditions for Stage-II connectivity including proof of land ownership/lease, bank guarantee,

and financial closure. We note that the Petitioner has applied for connectivity as 'RE developer' for captive use. Under the RE developer mode for captive use, the RE developer is developing RE project and seeking connectivity with an intent to later on transfer it in favour of the identified captive user as declared in the connectivity application. Accordingly, the amended Procedure vide Order dated 21.09.2024 in Petition No. 2377 of 2024 stipulates about the requirement of declaration of 'identified entities' in the connectivity application. In normal parlance, the entities are identified by the consumer numbers with the concerned distribution licensees. Under this circumstances, a consumer numbers fulfils the requirement of identified entity. We note that in the present case, it was required to declare 'identified entity' on whose behalf the Petitioner is developing RE project with an intent to later on transfer the connectivity in the favour of such identified entities, however, the Petitioner has not only failed to provide the details of consumer number but even has failed to declare 'identified entities' on whose behalf they are developing RE project, as per criteria laid down in the Commission's Order. It is reiterated, though at the risk of repetition that such criteria of declaring the details of identified entity was laid down to grant connectivity only to genuine RE developer. Accordingly, the Commission's Order dated 21.09.2024 has introduced

an obligation on RE Developers to declare their scheme and “identified entities” at the time of application and the requirement of identification of entities in principle is consistent with the amended Clause 4.5 of Approved Procedure.

11.4. On the issue of extraneous conditions, we find that the Petitioner’s reliance on the case of Babu Verghese (1999) 3 SCC 422, which held that statutory authorities must act strictly within the four corners of the governing statute, is irrelevant for the present case. The Clause 4.5 provides for non-transferability of connectivity, however, the proviso introduces in the aforesaid Clause provides for transfer of connectivity in certain cases with mandatory requirement to declare ‘identified entities’ in the connectivity application. The Clause and 8.2.2 of the Approved Connectivity Procedure provides for providing the certain documents/details by the applicant while claiming the Stage – II connectivity which are mandatory in nature. The Commission’s Order dated 21.09.2024 has amended Clause 4.5 to require identification of entities at the application stage. While providing of various documents/details etc. are also essential under Clause 8.2.2 of Detailed Procedure.

11.5. The reliance placed on ABL International (2004) 3 SCC 553 and Bharat Petroleum (2007) 6 SCC 81 is apposite to the extent that GETCO, being

a statutory authority, must act fairly and reasonably. Arbitrary conditions undermine investor confidence in the regulatory regime. At the same time, the Respondent's role as STU requires ensuring that only serious developers obtain scarce corridor capacity.

11.6. On the Petitioner's reliance upon deeming provisions, we clarify that the deeming fiction contained in the 2024 Order applies where a RE Park Developer or RE Developer declares its Scheme and an intent at the application stage to transfer the connectivity in favour of identified entities declared in the application. In the present case, while the Petitioner has claimed developer status, it did not identify entities in terms of the amendment. Hence, the benefit of the deeming fiction is not available.

11.7. The requirement for declaring identified entities is to ensure that only serious developers with a defined consumer base are granted connectivity, thereby protecting consumer interest and preventing speculative blocking of scarce corridor capacity.

11.8. On the principle of impossibility of performance, we are of view that declaring identified entity at the connectivity stage is not impossible rather necessary to prevent misuse. The Petitioner's reliance on impossibility cannot therefore succeed.

11.9. The Petitioner's reliance on the case of Zora Singh (2005) 6 SCC 776 is noted. Transparency and fairness are indeed required from State utilities. However, transparency also requires compliance with financial closure, land ownership, and bank guarantee norms, declaration of identified entities. In this case, deficiencies in those aspects were material and justify rejection of connectivity by the Respondent.

11.10. We also note the principle reiterated in Reliance Energy Ltd. v. GRIDCO (Appeal No. 75/2005), that statutory authorities must act within the procedure approved by the Commission. GETCO, while justified in requiring identification of entities, may have been satisfied by the Petitioner by providing such details about the identified entities that suffice the requirement laid in the GERC' Order.

11.11. We also note the submissions of the Respondent that the land documents provided with the connectivity application is on different name, rather than in name of applicant, which is not complying with the provisions of the Connectivity Procedure. Per contra, the Petitioner submitted that the land documents was in name of its wholly subsidiary and GETCO could have not gone into such technicality. We note that the Respondent GETCO being STU is duty bound to follow the statutory

provisions approved by the Commission and act within four corners of the statute. It is not beyond expectation that the Petitioner could have provided the documents/details in complying with the requirement of the Procedure at the time connectivity application itself. In the present case, we note that the Petitioner has submitted land documents with the connectivity application were in the name of other entity and also failed to submit land documents in its name even when the Respondent GETCO has pointed out such deficiencies and now raising the issues that the Petitioner could have been provided an opportunity to rectify the same before rejecting the application. We are of the view that such stand of the Petitioner is unreasonable and the same is unacceptable as the Respondent GETCO has acted in accordance with the Approved Procedure and also provided an opportunity to the Petitioner to comply with the deficiencies pointed by the GETCO in the connectivity application. Further, the Petitioner's financial comfort letter submitted by the Petitioner to the Respondent in response to the Respondent's query dated 14.02.2025 covered only part of total project cost and it was mentioned by the Petitioner that balance cost of Rs. 195 crores falls within scope of customer which will be provided as and when the customer shall purchase the equipment. Thus, at this stage, the Petitioner was not having identified entities and had not having any

confirmation about the funding of balance project cost. We also note that the Petitioner has sought extension of time on basis of claims of delays in investments in another Petition being Petition No. 2417 of 2024. Inability of the Petitioner to find out the investors hampers the financial comfort of the Petitioner leading to stranding of the resources. The Auditor' Certificate submitted by the Petitioner to the Respondent GETCO showing the net worth of the Petitioner is caused the rejection of the connectivity application. Thus, it is apparently clear that the Petitioner' application for Stage - II connectivity was deficient on the aspect of submissions of financial comfort letter. We note that the bank guarantee was given at belated stage and was also defective and these deficiencies are material and justify for rejection of the connectivity application. Compliance with Clauses 4.5 and 8.2.2 must be strict, and cannot be diluted.

11.12. In view of the above analysis, we conclude that:

- (i) The rejection of Stage-II connectivity cannot be termed arbitrary; material deficiencies were evident in the Petitioner's application.
- (ii) GETCO's insistence on consumer numbers for the intention of getting details of identified entities in accordance with the mandate of the Approved Procedure.

(iii) Granting of Stage - I connectivity does not automatically qualify the Petitioner for grant of Stage - II connectivity in absence of necessary specified compliance provided under Connectivity Procedures.

11.13. Accordingly, while clarifying that the Petitioner ought to have produced the details of identified entities which is mandatory with the Stage-II connectivity application, we uphold the rejection of the Petitioner's application by the GETCO for failure to comply with the Connectivity Procedure 2023 read with the Commission's Order dated 21.09.2024. We do not see any substance in the Petition and pass the following the Order:

Order

This Petition is dismissed. No order as to cost. All IAs, if any, stand disposed off.

Sd/-
[S. R. Pandey]
Member

Sd/-
[Mehul M. Gandhi]
Member

Place: Gandhinagar.

Date: 30/09/2025.